



City Council  
Randy Winkler, Mayor  
Barbara Clifton, Mayor Pro Tem  
Joe Elliott, Councilor  
Ed Green, Councilor  
Theresa Hamilton, Councilor  
Annick Pruett, Councilor  
Dana Wood, Councilor

City Hall  
City Council Chambers  
202 Railroad Avenue  
Rifle, CO

Cablecast Live on  
Comcast Channel 10

Streamed Live at RifleNOW.org

---

The City of Rifle will make reasonable accommodations for access to City services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 665-6405 for assistance.

---

November 16, 2016

**SPECIAL MEETING 6:00 P.M.  
COUNCIL CHAMBERS**

- 6:00 p.m.      1. Special Meeting Call to Order and Roll Call
- 6:03 p.m.      2. Executive Session (1) to discuss the purchase, acquisition, lease, transfer, or sale of real, personal or other property interest under C.R.S. Section 24-6-402(4)(a), and 2) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e); – Concerning Easement Acquisition & Municipal Services

**REGULAR MEETING 7:00 P.M.  
COUNCIL CHAMBERS**

*The City Council may take action on any of the following agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.*

- 7:00 p.m.      1. Regular Meeting Call to Order and Roll Call
- 7:03 p.m.      2. Consent Agenda – consider approving the following items:
- A. Minutes from the November 2, 2016 Regular Meeting
  - B. (Acting as Liquor Licensing Authority) Liquor License Renewals: J&L, Inc. dba Shanghai Garden
  - C. Police Department Retirement Plan– Resolution No. 19, Series of 2016
  - D. Authorizing the City Manager to Submit an Energy and Mineral Impact Assistance Fund Grant Application for Construction Documents for new Aquatic Facility – Resolution No. 20, Series of 2016

E. Accounts Payable

- 7:08 p.m. 3. Citizen Comments  
(For items not listed as public hearings on the agenda. Please limit comments to 3 minutes.)
- 7:11 p.m. 4. Action, if any, on Workshop Items (Mayor Winkler)
- 7:15 p.m. 5. Consider Bulk Chemical Purchasing for Rifle Regional Water Purification Facility (Robert Burns)
- 7:25 p.m. 6. Consider Regulation of Residential Accessory Storage Structures and Fencing - Ordinance No. 23, Series of 2016 – 2nd Reading (Nathan Lindquist)
- 8:05 p.m. 7. Public Hearing – Consider 2017 Proposed Budget (Matt Sturgeon)
- 8:15 p.m. 8. Administrative Reports
- 8:25 p.m. 9. Comments from Mayor and Council

*The order and times of agenda items listed above are approximate and intended as a guideline for the City Council.*

**Next Regular Meeting of Council: December 7, 2016 at 7:00 p.m.**



## RIFLE CITY COUNCIL MEETING

Wednesday, November 2, 2016

REGULAR MEETING

7:00 p.m. \* Council Chambers

A regular meeting of the Rifle City Council was called to order at 7:00 p.m. by Mayor Winkler.

**PRESENT AT ROLL CALL:** Councilors Barbara Clifton, Joe Elliott, Ed Green, Theresa Hamilton, Annick Pruet, and Mayor Randy Winkler.

Councilor Elliott moved to excuse Councilor Wood from tonight's meeting; seconded by Councilor Hamilton  
Roll Call: Yes – Clifton, Elliott, Hamilton, Green, Pruet and Winkler.

**OTHERS PRESENT:** City Manager Matt Sturgeon, City Clerk Kristy Christensen, City Attorney Jim Neu, Rifle Community Television (RCTV) Assistant Salvador Tovar, Assistant City Manager Kimberly Bullen, Interim Police Chief Sam Stewart, IT Director Mike Hall, Finance Director Marcia Arnhold, Accountant Teresa Beecraft, Rick Aluise, Erika Sparhawk, Matt Shmigelsky, and Ryan Hoffman.

### **CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:**

- A. Minutes from the October 19, 2016, Regular Meeting
- B. Accounts Payable

Councilor Pruet moved to approve Consent Agenda Items A and B; seconded by Councilor Elliott.  
Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruet, and Winkler

### **CITIZEN COMMENTS**

No Citizen comments were heard.

### **GARFIELD COUNTY CLEAN ENERGY UPDATE**

Rick Aluise, Erika Sparhawk, and Matt Shmigelsky representative of Garfield Clean Energy gave an update on projects and requested continued financial participation from the City of Rifle for 2017.

### **CONSIDER REGULATION OF RESIDENTIAL ACCESSORY STORAGE STRUCTURES AND FENCING - ORDINANCE NO. 23, SERIES OF 2016 – 2 ND READING CONTINUED TO NOVEMBER 16, 2016 MEETING.**

#### AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING TITLE 16 OF THE RIFLE MUNICIPAL CODE REGULATING RESIDENTIAL ACCESSORY STORAGE STRUCTURES AND FENCES

Councilor Green moved to continue 2<sup>nd</sup> reading of Ordinance No. 23, Series of 2016 to the November 16, 2016 City Council meeting; seconded by Councilor Pruet.  
Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruet, and Winkler

*Rifle City Council Meeting, November 2, 2016*

**CONSIDER IT EXPENDITURES FOR WATER TREATMENT PLANT**

IT Director Mike Hall explained staff is ready to move forward with completing the water plant business side IT infrastructure. The new water plant business side includes such items as virtual desktops, printers, office phones, access points, cameras, door lock readers, etc. The cost to complete this IT build is approximately \$92,000.

Councilor Hamilton moved to approve IT Expenditures for the Water Treatment Plant not to exceed \$92,000; seconded by Councilor Pruett.

Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, and Winkler

**PUBLIC HEARING – CONSIDER 2017 PROPOSED BUDGET**

Mayor Winkler opened the public hearing. City Manager Matt Sturgeon provided an overview of the proposed 2017 budget. No public comment was received. Mayor Winkler closed the public hearing.

**ADMINISTRATIVE REPORTS**

City Manager Matt Sturgeon reported on the following items: water tank and the water treatment plant.

**COMMENTS FROM MAYOR AND COUNCIL**

Comments were heard from: Councilor Hamilton, Councilor Clifton, Councilor Elliott, Councilor Pruett, and Mayor Winkler.

Meeting adjourned at 8:29 p.m.

---

Kristy Christensen  
City Clerk

---

Randy Winkler  
Mayor

**Office of the City Clerk**

202 Railroad Avenue

Rifle, CO 81650

Phone: 970-665-6405



**To:** Honorable Mayor and City Council

**From:** Kristy Christensen, City Clerk

**Date:** Thursday, November 10, 2016

**Subject:** Liquor License Renewal

---

**The following business has filed a liquor license renewal application:**

Business Name/Address

J & L INC

dba Shanghai Garden

1538 Railroad Ave

Rifle, Co 81650

Type of License

Hotel and Restaurant

These criteria have been met by J & L, INC dba Shanghai Garden:

- The application is complete.
- The fees have been paid.

I recommend approval of this renewal application.

**RETAIL LIQUOR OR 3.2 BEER  
 LICENSE RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x <u>0</u>	<u>-0-</u>
Optional Premise \$100 x <u>0</u>	<u>-0-</u>
Related Resort \$75 x <u>0</u>	<u>-0-</u>
<b>Amount Due/Paid</b>	<b>\$500-</b>

SHANGHAI GARDEN  
 1538 RAILROAD AVE  
 RIFLE CO 81650

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name J&L, INC.		DBA SHANGHAI GARDEN		
Liquor License # 4704063	License Type Hotel & Restaurant (city)	Sales Tax License # 30775479	Expiration Date 01/12/2017	Due Date 11/28/2016
Operating Manager Jack Chen	Date of Birth	Home Address		
Manager Phone Number		Email Address jack.chen@y-mail.com		
Street Address 1538 RAILROAD AVE RIFLE CO 81650				Phone Number 9706254430
Mailing Address 1538 RAILROAD AVE RIFLE CO 81650				

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease 09/15/19
93. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  
 YES  NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO

**AFFIRMATION & CONSENT**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business Jack Chen	Title president
Signature (Handwritten Signature)	Date 10/20/16

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For	Date
-------------------------------	------

Name of Establishment: \_\_\_\_\_

Employee Name	Trainer/Training Company Name	Date Certificate Expires
Jacob Chen	Shang Hai Garden	<del>11/11/16</del> 2017

Information about untrained employees or employees with expired certificates:

Employee Name	Manager (yes or no)	Date Hired	Date That Training Will Occur

**OATH OF APPLICANT**

I declare under penalty of perjury in the second degree that this Verification of Responsible Serving/Selling of Alcohol Training is true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code and the Rifle Municipal Code which affect my license.

Applicant Jacob Chen

Date 11-27-16

*Attach additional sheets if necessary. Return this form with your Application.*



## **MEMORANDUM**

**TO:** Honorable Mayor and City Council

**FROM:** Matt Sturgeon, City Manager

**DATE:** November 9, 2016

**SUBJECT:** Change Retirement Plan Provider for Rifle Police Department Sworn Officers Retirement Plan

The City authorized the Rifle Police Department to offer its sworn officers to invest in a unique (different from the rest of the employee group) retirement plan many years ago. The reason for this is uncertain, but this summer the officers approached the Chief of Police about requesting the City Council allow the officers to change plan providers and move to the 401 platform being used by the rest of the City employees. The officers are dissatisfied with the service, options for investment, and most of all cost of the plan.

The current plan is charging a fee of 1.00% per participant. The fee that AXA will charge is 0.18%. Moving plans will save officers approximately \$820 per \$100,000 invested annually. The current plan incurs third party administrator expenses that will be dropped by moving to AXA. The AXA platform will be the same one used by all other City employees and has no cost for these services.

The officers, like other employees, will receive more investment options that are consistent with their goals and consider time to retirement. The officers will be able to access and manage their accounts individually and gain assistance from local plan advisors.

In summary, moving to the AXA Retirement Plan will offer a more diverse investment lineup to the officers at a lower cost that is easier to interface with.

**CITY OF RIFLE, COLORADO  
RESOLUTION NO. 19  
SERIES OF 2019**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, APPROVING AN ADOPTION AGREEMENT WITH AXA EQUITABLE LIFE INSURANCE COMPANY TO REPLACE THE FIDELITY POLICE DEPARTMENT PENSION MONEY PURCHASE RETIREMENT PLAN WITH THE AXA POLICE DEPARTMENT MONEY PURCHASE PENSION PLAN.

WHEREAS, AXA Equitable Life Insurance Company has proposed taking over the Fidelity Investments Police Department Pension Money Purchase Retirement Plan (“Fidelity Plan”) for the City of Rifle Sworn Police Department Employees; and

WHEREAS, unlike the current Fidelity Plan, the AXA Police Department Money Purchase Pension Plan (“AXA Plan”) does not have third party administrator fees and provides plan participants with more investment options and flexibility; and

WHEREAS, Rifle Council desires to terminate the Fidelity Plan and replace it with the AXA Plan subject to the terms and conditions set forth in the AXA Plan Adoption Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, THAT:

1. The City incorporates the foregoing recitals as findings by the City Council.
2. City staff is authorized to terminate the Fidelity Plan and replace it with the AXA Plan.
2. The City Council of the City of Rifle hereby approves the AXA Plan Adoption Agreement with AXA Equitable Life Insurance Company effective January 1, 2017.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 16<sup>th</sup> day of November, 2016.

CITY OF RIFLE, COLORADO

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**AXA Equitable Life Insurance Company**  
**GOVERNMENTAL VOLUME SUBMITTER MONEY PURCHASE PLAN**  
**ADOPTION AGREEMENT**

By executing this Governmental Volume Submitter Money Purchase Plan Adoption Agreement (the "Agreement"), the undersigned Employer agrees to establish or continue a Money Purchase Plan for its Employees. The Money Purchase Plan adopted by the Employer consists of the Governmental Defined Contribution Volume Submitter Plan and Trust Basic Plan Document #05 (the "BPD") and the elections made under this Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Agreement.**

**SECTION 1**  
**EMPLOYER INFORMATION**

*The information contained in this Section 1 is informational only. The information set forth in this Section 1 may be modified without amending this Agreement. Any changes to this Section 1 may be accomplished by substituting a new Section 1 with the updated information. The information contained in this Section 1 is not required for qualification purposes and any changes to the provisions under this Section 1 will not affect the Employer's reliance on the IRS Favorable Letter.*

**1-1 EMPLOYER INFORMATION:**

Name: City of Rifle Colorado

Address:

202 Railroad Avenue

Rifle, CO 81650

Telephone: 970-665-6405

Fax: \_\_\_\_\_

**1-2 EMPLOYER IDENTIFICATION NUMBER (EIN):** 84-6000715

**1-3 FORM OF BUSINESS:**

State or political subdivision of a State

State agency or instrumentality

Indian Tribal Government

Describe other Employer qualified to adopt a Governmental Plan: \_\_\_\_\_

**1-4 EMPLOYER'S TAX YEAR END:** The Employer's tax year ends December 31

**1-5 RELATED EMPLOYERS:** Is the Employer part of a group of Related Employers (as defined in Section 1.78 of the Plan)?

Yes

No

If yes, Related Employers may be listed below. A Related Employer must complete a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

\_\_\_\_\_  
*[Note: This AA §1-5 is for informational purposes. The failure to identify all Related Employers will not jeopardize the qualified status of the Plan.]*

**SECTION 2**  
**PLAN INFORMATION**

**2-1 PLAN NAME:** City of Rifle Police Department Money Purchase Pension Plan

**2-2 PLAN NUMBER:** 002

2-3 **TYPE OF PLAN:** This Plan is a Money Purchase Defined Contribution Plan.

- The Plan is intended to be a FICA Replacement Plan (as defined under Section 4.03 of the Plan).

2-4 **PLAN YEAR:**

- (a) Calendar year.  
 (b) The 12-consecutive month period ending on \_\_\_\_\_ each year.  
 (c) The Plan has a Short Plan Year running from \_\_\_\_ to \_\_\_\_.

2-5 **FROZEN PLAN:** Check this AA §2-5 if the Plan is a frozen Plan to which no contributions will be made.

- This Plan is a frozen Plan effective \_\_\_\_\_. (See Section 3.02(a)(1)(iv) of the Plan.)

[*Note: As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation earned after such date and no Participant will be permitted to make any contributions to the Plan after such date. In addition, no Employee will become a Participant after the date the Plan is frozen.*]

2-6 **PLAN ADMINISTRATOR:**

- (a) The Employer identified in AA §1-1.  
 (b) Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**SECTION 3  
ELIGIBLE EMPLOYEES**

3-1 **ELIGIBLE EMPLOYEES:** In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan. See Sections 2.02(d) and (e) of the Plan for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.

- (a) No exclusions  
 (b) Collectively Bargained Employees  
 (c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income  
 (d) Leased Employees  
 (e) Employees paid on an hourly basis  
 (f) Employees paid on a salaried basis  
 (g) Employees in an elected or appointed position  
 (h) Part-Time Employees (as defined in Section 1.68 of the Plan)  
 (i) Seasonal Employees (as defined in Section 1.84 of the Plan)  
 (j) Temporary Employees (as defined in Section 1.88 of the Plan)  
 (k) Other: all employees except sworn police officers of the Employer other than any sworn police officer covered by a plan affiliated with the State of Colorado Fire and Police Association ("FPPA") or another IRC 401(a) pension plan as permitted by Colorado Revised Statute.

[*Note: The elections under this AA §3-1 apply to any Pick-Up Contributions and any After-Tax Employee Contributions authorized under AA §6-6, unless elected otherwise under subsection (k).*]

**SECTION 4**  
**MINIMUM AGE AND SERVICE REQUIREMENTS**

4-1 **ELIGIBILITY REQUIREMENTS – MINIMUM AGE AND SERVICE:** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate under the Plan as of his/her Entry Date (as defined in AA §4-2 below).

- (a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan.
- (1) There is no minimum service requirement for participation in the Plan.
  - (2) \_\_\_ Year(s) of Service (as defined in Section 2.03(a)(1) of the Plan and AA §4-3).
  - (3) The completion of at least \_\_\_ Hours of Service during the first \_\_\_ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.
    - (i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period.
    - (ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. See Section 2.03(a)(2) of the Plan for rules regarding the application of this subsection (ii).
  - (4) The completion of \_\_\_ Hours of Service during an Eligibility Computation Period. [*An Employee satisfies the service requirement immediately upon completion of the designated Hours of Service rather than at the end of the Eligibility Computation Period.*]
  - (5) Full-time Employees are eligible to participate as set forth in subsection (i). Employees who are “part-time” Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii).
    - (i) Full-time Employees must complete the following minimum service requirements to participate in the Plan:
      - (A) There is no minimum service requirement for participation in the Plan.
      - (B) The completion of at least \_\_\_ Hours of Service during the first \_\_\_ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.
      - (C) Under the Elapsed Time method as defined in AA §4-3(c) below.
      - (D) Describe: \_\_\_\_\_
    - (ii) Part-time Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than:
      - (A) \_\_\_ hours per week.
      - (B) \_\_\_ hours per month.
      - (C) \_\_\_ hours per year.
  - (6) Under the Elapsed Time method as defined in AA §4-3(c) below.
  - (7) Describe eligibility conditions: \_\_\_\_\_
- (b) **Minimum Age Requirement.** An Eligible Employee (as defined in AA §3-1) must have attained the following age to participate under the Plan.
- (1) There is no minimum age for Plan eligibility.
  - (2) Age 21.
  - (3) Age 20½.
  - (4) Age \_\_\_.
- (c) **Special eligibility rules.** The following special eligibility rules apply with respect to the Plan: \_\_\_\_\_

[**Note:** The elections under this AA §4-1 apply to any Pick-Up Contributions and any After-Tax Employee Contributions authorized under AA §6-6, unless elected otherwise under subsection (c). Subsection (c) may be used to apply the eligibility

*conditions selected under this AA §4-1 separately with respect to different Employee groups or different contribution formulas under the Plan. Any special eligibility rules must be definitely determinable.]*

4-2 **ENTRY DATE:** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of his/her Entry Date. For this purpose, the Entry Date is the following date.

- (a) **Immediate.** The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply).
- (b) **Semi-annual.** The first day of the 1st and 7th month of the Plan Year.
- (c) **Quarterly.** The first day of the 1st, 4th, 7th and 10th month of the Plan Year.
- (d) **Monthly.** The first day of each calendar month.
- (e) **Payroll period.** The first day of the payroll period.
- (f) **The first day of the Plan Year.**

An Eligible Employee's Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee's Entry Date is the Entry Date:

- (g) **next following** satisfaction of the minimum age and service requirements.
- (h) **coinciding with or next following** satisfaction of the minimum age and service requirements.
- (i) **nearest** the satisfaction of the minimum age and service requirements.
- (j) **preceding** the satisfaction of the minimum age and service requirements.

This section may be used to describe any special rules for determining Entry Dates under the Plan. For example, if different Entry Date provisions apply for different groups of Employees, such different Entry Date provisions may be described below.

- (k) **Describe** any special rules that apply with respect to the Entry Dates under this AA §4-2: \_\_\_\_\_

*[Note: The elections under this AA §4-2 apply to any Pick-Up Contributions and any After-Tax Employee Contributions selected under AA §6-6, unless elected otherwise under subsection (k). Any special rules under subsection (k) must be definitely determinable.]*

4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.56 of the Plan for the definition of Hours of Service.)
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years. (See Section 2.03(a)(3)(i) of the Plan.) If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years. (See Section 2.03(a)(3)(ii) of the Plan.)

To override the default eligibility rules, complete the applicable sections of this AA §4-3. **If this AA §4-3 is not completed, the default eligibility rules apply.**

- (a) **Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of \_\_\_\_ Hours of Service during an Eligibility Computation Period.
- (b) **Eligibility Computation Period (ECP).** The Plan will use Anniversary Years, unless more than one Year of Service is required under AA §4-1(a), in which case the Plan will shift to Plan Years if the Employee does not earn a Year of Service during the first Eligibility Computation Period. (See Section 2.03(a)(3)(ii) of the Plan.)
- (c) **Elapsed Time method.** Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a \_\_\_\_ period of service to participate in the Plan. (See Section 2.03(a)(6) of the Plan.)

*[Note: Under the Elapsed Time method, service will be measured from the Employee's employment commencement date (or reemployment commencement date, if applicable) without regard to the Eligibility Computation Period designated in Section 2.03(a)(3) of the Plan.]*

(d) **Equivalency Method.** For purposes of determining an Employee’s Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the Plan). The Equivalency Method will apply to:

- (1) All Employees.
- (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.

Hours of Service for eligibility will be determined under the following Equivalency Method.

- (3) **Monthly.** 190 Hours of Service for each month worked.
- (4) **Weekly.** 45 Hours of Service for each week worked.
- (5) **Daily.** 10 Hours of Service for each day worked.
- (6) **Semi-monthly.** 95 Hours of Service for each semi-monthly period worked.

(e) **Special eligibility provisions:** \_\_\_\_\_

*[Note: The elections under this AA §4-3 apply to any Pick-Up Contributions and any After-Tax Employee Contributions selected under AA §6-6, unless elected otherwise under subsection (e). Any special rules under subsection (e) must be definitely determinable.]*

4-4 **EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS.** The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate as of his/her Entry Date, taking into account all service with the Employer, including service earned prior to the Effective Date.

To allow Employees hired on a specified date to enter the Plan without regard to the minimum age and/or service conditions, complete this AA §4-4.

An Eligible Employee who is employed by the Employer on the following date will become eligible to enter the Plan without regard to minimum age and/or service requirements (as designated below):

- (a) the Effective Date of this Plan (as designated in subsection (a) or (b) of the Employer Signature Page, as applicable).
- (b) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
- (c) \_\_\_\_\_ [insert date]

An Eligible Employee who is employed on the designated date will become eligible to participate in the Plan without regard to the minimum age and service requirements under AA §4-1. If both minimum age and service conditions are not waived, select (d) or (e) to designate which condition is waived under this AA §4-4.

- (d) This AA §4-4 only applies to the minimum service condition.
- (e) This AA §4-4 only applies to the minimum age condition.

The provisions of this AA §4-4 apply to all Eligible Employees employed on the designated date unless designated otherwise under subsection (f) or (g) below.

- (f) The provisions of this AA §4-4 apply to the following group of Employees employed on the designated date: \_\_\_\_\_
- (g) Describe special rules: \_\_\_\_\_

*[Note: An Employee who is employed as of the date described in this AA §4-4 will be eligible to enter the Plan as of such date unless a different Entry Date is designated under subsection (g). Any special rules under subsection (g) must be definitely determinable.]*

4-5 **SERVICE WITH PREDECESSOR EMPLOYER.** Service with the following Predecessor Employers will be counted for purposes of determining eligibility, vesting and allocation conditions under this Plan, unless designated otherwise under subsection (a) or (b) below. (See Sections 2.06, 3.07(b) and 6.07 of the Plan.)

(a) The Plan will count service with the following Predecessor Employers:

	Name of Predecessor Employer	Eligibility	Vesting	Allocation Conditions
<input type="checkbox"/> (1)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) **Describe** any special provisions applicable to Predecessor Employer service: \_\_\_\_\_

- 4-6 **BREAKS IN SERVICE.** Generally, an Employee will be credited with all service earned with the Employer, including service earned prior to a Break in Service. To disregard service earned prior to a Break in Service for eligibility purposes, complete this AA §4-6. (See Section 2.07 of the Plan.)
- (a) If an Employee incurs at least one Break in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining eligibility to participate.
  - (b) If an Employee incurs at least \_\_\_\_\_ Breaks in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining eligibility to participate. [Enter “0” if prior service will be disregarded for all rehired Employees.]
  - (c) Describe: \_\_\_\_\_

**SECTION 5  
COMPENSATION DEFINITIONS**

- 5-1 **TOTAL COMPENSATION.** Total Compensation is based on the definition set forth under this AA §5-1. See Section 1.89 of the Plan for a specific definition of the various types of Total Compensation.
- (a) W-2 Wages
  - (b) Code §415 Compensation
  - (c) Wages under Code §3401(a)
- [For purposes of determining Total Compensation, each definition includes Elective Deferrals, as defined in Section 1.35 of the Plan, pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).]
- 5-2 **POST-SEVERANCE COMPENSATION.** Total Compensation includes post-severance compensation, to the extent provided in Section 1.89(b) of the Plan.
- (a) **Exclusion of post-severance compensation from Total Compensation.** The following amounts paid after a Participant’s severance of employment are excluded from Total Compensation.
    - (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.
    - (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee’s gross income.

[**Note:** Plan Compensation (as defined in Section 1.72 of the Plan) includes any post-severance compensation amounts that are includible in Total Compensation. The Employer may elect to exclude all compensation paid after severance of employment from the definition of Plan Compensation under AA §5-3(j) or may elect to exclude specific types of post-severance compensation from Plan Compensation under AA §5-3(l).]
  - (b) **Continuation payments for disabled Participants.** Unless designated otherwise under this subsection (b), Total Compensation does not include continuation payments for disabled Participants.
    - Payments to disabled Participants.** Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as provided in Section 1.89(c) of the Plan.
- 5-3 **PLAN COMPENSATION:** Plan Compensation is **Total Compensation** (as defined in AA §5-1 above) with the following exclusions described below.
- (a) No exclusions.
  - (b) Elective Deferrals (as defined in Section 1.35 of the Plan), pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
  - (c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
  - (d) Compensation above \$\_\_\_ is excluded.
  - (e) Amounts received as a bonus are excluded.
  - (f) Amounts received as commissions are excluded.
  - (g) Overtime payments are excluded.

- (h) Amounts received for services performed for a non-signatory Related Employer are excluded. (See Section 2.02(c) of the Plan.)
- (i) “Deemed §125 compensation” as defined in Section 1.89(d) of the Plan.
- (j) Amounts received after termination of employment are excluded. (See Section 1.89(b) of the Plan.)
- (k) Differential Pay (as defined in Section 1.89(e) of the Plan).
- (l) Describe adjustments to Plan Compensation: \_\_\_\_\_

*[Any modification under subsection (l) must be definitely determinable and preclude Employer discretion. The elections under this AA §5-3 apply to any Pick-Up Contributions and any After-Tax Employee Contributions selected under AA §6-6, unless elected otherwise under subsection (l).]*

**5-4 PERIOD FOR DETERMINING COMPENSATION.**

- (a) **Compensation Period.** Plan Compensation will be determined on the basis of the following period(s). *[If a period other than the Plan Year applies, any reference to the Plan Year as it refers to Plan Compensation will be deemed to be a reference to the period designated under this AA §5-4.]*
  - (1) The Plan Year.
  - (2) The calendar year ending in the Plan Year.
  - (3) The Employer's fiscal tax year ending in the Plan Year.
  - (4) The 12-month period ending on \_\_\_\_\_ which ends during the Plan Year.
- (b) **Compensation while a Participant.** Unless provided otherwise under this subsection (b), in determining Plan Compensation, only compensation earned while an individual is a Participant under the Plan will be taken into account. To count compensation for the entire Plan Year, including compensation earned while an individual is not a Participant, check below. (See Section 1.72(b) of the Plan.)
  - All compensation earned during the Plan Year will be taken into account, including compensation earned while an individual is not a Participant.
- (c) **Few weeks rule.** The few weeks rule (as described in Section 5.02(c)(7)(ii) of the Plan) will not apply unless designated otherwise under this subsection (c).
  - Amounts earned but not paid during a Limitation Year solely because of the timing of pay periods and pay dates shall be included in Total Compensation for the Limitation Year, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees, and no amounts are included in more than one Limitation Year.

**SECTION 6  
EMPLOYER AND EMPLOYEE CONTRIBUTIONS**

- 6-1 **EMPLOYER / EMPLOYEE CONTRIBUTIONS.** The Employer will contribute to the Plan each Plan Year the amount determined under the Employer Contribution formula designated in AA §6-2 below. If so elected under AA §6-6, the Employer also may authorize Employees to make After-Tax Employee Contributions and/or Employer Pick-Up Contributions under the Plan.
- 6-2 **EMPLOYER CONTRIBUTION FORMULA:** For the period designated in AA §6-4 below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-5 below.
  - (a) **Fixed contribution.**
    - (1) **Fixed percentage.** 12.51 % of each Participant’s Plan Compensation.
    - (2) **Fixed dollar.** \$ \_\_\_\_\_ for each Participant.
    - (3) **Determined in accordance with the terms of the Employment contract** between an Eligible Employee and the Employer. *[If this subsection (3) is checked, the provisions of an Employment contract addressing retirement benefits will override any selection under this AA §6-2.]*

(b) **Permitted disparity contribution.**

(1) **Individual method.** The Employer will contribute:

(i) \_\_\_% of each Participant's Plan Compensation plus

(ii) \_\_\_% of each Participant's Excess Compensation.

[*Note: The percentage of Excess Compensation may not exceed the Maximum Disparity Rate. See Section 3.02(b)(2)(i)(C) of the Plan.*]

(2) **Group method.** The Employer will contribute \_\_\_% (not more than 25%) of total Plan Compensation of all Participants who satisfy the allocation conditions under AA §6-5 below. The Employer Contribution will be allocated under the two-step method (as defined in Section 3.02(a)(1)(i)(B)(I) of the Plan).

(3) **Modification of permitted disparity rules.**

(i) **Integration Level.** For purposes of determining the permitted disparity contribution under (1) or (2) above, instead of the Taxable Wage Base (as defined in Section 1.87 of the Plan), the Integration Level is:

(A) \_\_\_% of the Taxable Wage Base, increased (but not above the Taxable Wage Base) to the next higher:

(I) N/A

(II) \$1

(III) \$100

(IV) \$1,000

(B) \$\_\_\_ (not to exceed the Taxable Wage Base)

(C) 20% of the Taxable Wage Base

[*Note: See Section 3.02(b)(2)(i)(C) of the Plan for rules regarding the Maximum Disparity Rate that may be used where an Integration Level other than the Taxable Wage Base is selected.*]

(ii) **Describe** special rules for applying permitted disparity allocation formula: \_\_\_\_\_

[*Note: Any special rules under subsection (ii) must be definitely determinable.*]

(c) **Contribution for designated Employee groups.** The Employer will make an Employer Contribution to the Participants in the following designated groups. The amount to be contributed with respect to a designated Employee group will be determined under subsection (2) below.

(1) **Designated Employee groups.** A separate Employer Contribution will be made to the following Employee groups:

**Group 1:** \_\_\_\_\_

[*Note: The Employee groups designated above must be clearly defined in a manner that will not violate the definite allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(i).*]

(2) **Employer Contribution percentages.**

The contribution for each Participant in **Group 1** will be:

(A) \_\_\_% of Plan Compensation

(B) \$\_\_\_.

(C) Maximum amount permitted under Code §415.

(3) **Special rules.**

(i) **More than one Employee group.** Unless designated otherwise under this subsection (i), if a Participant is in more than one allocation group described in (1) above during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year. (See Section 3.02(b)(3) of the Plan.)

**Determined separately for each Employee group.** If a Participant is in more than one allocation group during the Plan Year, the Participant's share of the Employer Contribution will be based on the Participant's status for the part of the year the Participant is in each allocation group.

(ii) **Describe:** \_\_\_\_\_

[*Note: Any special rules under subsection (ii) must be definitely determinable.*]

- (d) **Age-based contribution.** The Employer will contribute \_\_\_\_% of each Participant’s adjusted Plan Compensation. For this purpose, a Participant’s adjusted Plan Compensation is determined by multiplying the Participant’s Plan Compensation by an Actuarial Factor (as described in Section 1.03 of the Plan).

A Participant’s Actuarial Factor is determined based on a specified interest rate and mortality table. Unless designated otherwise under (1) or (2) below, the Plan will use an applicable interest rate of 8.5% and a UP-1984 mortality table.

- (1) **Applicable interest rate.** Instead of 8.5%, the Plan will use an interest rate of \_\_\_\_% (must be between 7.5% and 8.5%) in determining a Participant’s Actuarial Factor.
- (2) **Applicable mortality table.** Instead of the UP-1984 mortality table, the Plan will use the following mortality table in determining a Participant’s Actuarial Factor: \_\_\_\_\_
- (3) **Describe special rules applicable to age-based allocation:** \_\_\_\_\_

[*Note: See Exhibit A of the Plan for sample Actuarial Factors based on an 8.5% applicable interest rate and the UP-1984 mortality table. If an interest rate or mortality table other than 8.5% or UP-1984 is selected, appropriate Actuarial Factors must be calculated.*]

- (e) **Service-based contribution.** The Employer will make the following contribution based on units of service designated under (3) – (5) below.

- (1) **Fixed percentage.** \_\_\_\_% of Plan Compensation paid for each period of service designated below.
- (2) **Fixed dollar.** \$\_\_\_\_ for each period of service designated below.

The service-based contribution will be based on the following periods of service:

- (3) Each Hour of Service
- (4) Each week of employment
- (5) Describe period: \_\_\_\_\_

The service-based contribution is subject to the following rules.

- (6) Describe any special provisions that apply to service-based contribution: \_\_\_\_\_

- (f) **Describe special rules for determining contributions under Plan:** \_\_\_\_\_

[*Note: Any special rules under subsection (f) must be definitely determinable.*]

6-3 **SPECIAL RULES.** No special rules apply with respect to Employer Contributions under the Plan, except to the extent designated under this AA §6-3.

- (a) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:

- (1) \_\_\_\_% of Plan Compensation
- (2) \$\_\_\_\_
- (3) Describe: \_\_\_\_\_

- (b) **Offset of Employer Contribution.**

- (1) A Participant’s contribution of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under \_\_\_\_\_ [*insert name of plan(s)*]. (See Section 3.02(b) of the Plan.)
- (2) In applying the offset under this subsection (b), the following rules apply: \_\_\_\_\_

- (c) **Special rules:** \_\_\_\_\_

[*Note: Any special rules under subsection (c) must be definitely determinable.*]

6-4 **PERIOD FOR DETERMINING EMPLOYER/EMPLOYEE CONTRIBUTION.** Unless designated otherwise in this AA §6-4, in determining the amount of the Employer/Employee Contributions to be allocated under this AA §6, the contribution will be based on Plan Compensation earned during the Plan Year.

Alternatively, instead of the Plan Year, the Employer/Employee Contributions will be determined based on Plan Compensation earned during the following period: *[The Plan Year must be used if the permitted disparity contribution formula is selected under AA §6-2(b) above.]*

- (a) Plan Year quarter
- (b) calendar month
- (c) payroll period
- (d) Other: \_\_\_\_\_

*[Note: Although Employer Contributions are determined on the basis of Plan Compensation earned during the period designated under this AA §6-4, this does not require the Employer to actually make contributions on the basis of such period. Employer Contributions may be contributed to Participants at any time within the contribution period permitted under Treas. Reg. §1.415-6, regardless of the period selected under this AA §6-4.]*

6-5 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6-5 to receive an allocation of Employer Contributions under the Plan. *[Note: No allocation conditions apply to After-Tax Employee Contributions or Employer Pick-Up Contributions under AA §6-6.]*

- (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.
- (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- (c) **Minimum service condition.** An Employee must be credited with at least:
  - (1) \_\_\_ Hours of Service during the Plan Year.
    - (i) Hours of Service are determined using actual Hours of Service.
    - (ii) Hours of Service are determined using the following Equivalency Method (as defined under Section 2.03(a)(5) of the Plan):
      - (A) Monthly  (B) Weekly
      - (C) Daily  (D) Semi-monthly
  - (2) \_\_\_ consecutive days of employment with the Employer during the Plan Year.
- (d) **Exceptions.**
  - (1) The above allocation condition(s) will **not** apply if the Employee:
    - (i) dies during the Plan Year.
    - (ii) terminates employment due to becoming Disabled.
    - (iii) terminates employment after attaining Normal Retirement Age.
    - (iv) terminates employment after attaining Early Retirement Age.
    - (v) is on an authorized leave of absence from the Employer.
  - (2) The exceptions selected under subsection (1) will apply even if an Employee has not terminated employment at the time of the selected event(s).
  - (3) The exceptions selected under subsection (1) do not apply to:
    - (i) an employment condition under subsection (a) above.
    - (ii) a minimum service condition under subsection (b) above.
- (e) **Describe** any special rules governing the allocation conditions under the Plan: \_\_\_\_\_  
*[Note: Any special rules under subsection (e) must be definitely determinable.]*

6-6 AFTER-TAX EMPLOYEE CONTRIBUTIONS AND EMPLOYER PICK-UP CONTRIBUTIONS.

- (a) **Voluntary After-Tax Employee Contributions.** If permitted under this subsection (a), a Participant may contribute any amount as Voluntary After-Tax Employee Contributions up to the Code §415 Limitation (as defined in Section 5.02 of the Plan), except as limited under this subsection (a).
- (1) **Limits on Voluntary After-Tax Employee Contributions.** If this subsection (1) is checked, the following limits apply to Voluntary After-Tax Employee Contributions:
- (i) **Maximum limit.** A Participant may make Voluntary After-Tax Employee Contributions up to:
- (A) \_\_\_\_\_% of Plan Compensation
- (B) \$\_\_\_\_\_
- for the following period:
- (C) the entire Plan Year.
- (D) the portion of the Plan Year during which the Employee is eligible to participate.
- (E) each separate payroll period during which the Employee is eligible to participate.
- (ii) **Minimum limit.** The amount of Voluntary After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:
- (A) \_\_\_\_\_% of Plan Compensation
- (B) \$\_\_\_\_\_
- (2) **Change or revocation of Voluntary After-Tax Employee Contributions.** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume Voluntary After-Tax Employee Contributions will be effective as of the dates designated under the Voluntary After-Tax Employee Contribution election form or other written procedures adopted by the Plan Administrator. Alternatively, the Employer may designate under this subsection (2) specific dates as of which a Participant may change or resume Voluntary After-Tax Employee Contributions. (See Section 3.04 of the Plan.)
- (i) The first day of each calendar quarter.
- (ii) The first day of each Plan Year.
- (iii) The first day of each calendar month.
- (iv) The beginning of each payroll period.
- (v) Other: \_\_\_\_\_
- [Note: A Participant must be permitted to change or revoke a Voluntary After-Tax Employee Contribution election at least once per year. Unless designated otherwise under subsection (v), a Participant may revoke an election to make Voluntary After-Tax Employee Contributions (on a prospective basis) at any time. This subsection (2) also applies to any Employer Pick-Up Contributions selected under subsection (c) below, unless designated otherwise under subsection (c)(2).]*
- (3) **Other limits or special rules relating to Voluntary After-Tax Employee Contributions:** \_\_\_\_\_
- [Note: Any limits described under this subsection (3) must be consistent with the provisions of Section 3.04 of the Plan.]*
- (b) **Mandatory After-Tax Employee Contributions.** If this subsection (b) is checked, Employees are required to make Mandatory After-Tax Employee Contributions in order to participate under the Plan.
- (1) **Amount of Mandatory After-Tax Employee Contributions.** Employees are required to contribute the following amount in order to participate in the Plan:
- (i) \_\_\_\_\_% of each Employee's Total Compensation.
- (ii) \$\_\_\_\_\_ for each Participant.
- (iii) Describe rate or amount: \_\_\_\_\_
- (2) **Special rules applicable to Mandatory After-Tax Employee Contributions:** \_\_\_\_\_
- (c) **Employer Pick-Up Contributions.** Each Participant will be required to make a Pick-up Contribution to the Plan equal to the amount specified under this subsection (c). Any amounts contributed pursuant to this subsection (c) will be

picked up by the Employer pursuant to Code §414(h) and will be treated as Employer Contributions under the Plan. Such contributions and earnings thereon will be 100% vested at all times. (See Section 3.03 of the Plan.)

- (1) The following amounts will be contributed to the Plan as an Employer Pick-Up Contribution:
- (i) 8 \_\_\_\_\_ % of Plan Compensation.
  - (ii) \$ \_\_\_\_\_ per pay period.
  - (iii) Any amount from \_\_\_\_\_ % to \_\_\_\_\_ % of Plan Compensation, as designated by the Participant.
- (2) Special rules applicable to Employer Pick-Up Contributions: \_\_\_\_\_

[*Note: Any Employer Pick-Up Contributions made under this subsection (c) must satisfy the requirements of Section 3.03 of the Plan. See AA §11-4 for an Employee's ability to elect out of making Employer Pick-Up Contributions.*]

**SECTION 7**  
**RETIREMENT AGES**

7-1 **NORMAL RETIREMENT AGE:** Normal Retirement Age under the Plan is:

- (a) Age \_\_\_\_ (not to exceed 65).
- (b) The later of age \_\_\_\_ (not to exceed 65) or the \_\_\_\_ (not to exceed 5<sup>th</sup>) anniversary of:
- (1) the Employee's participation commencement date (as defined in Section 1.64 of the Plan).
  - (2) the Employee's employment commencement date.
- (c) Earlier of completion of 25 years of service or attainment of age 55

[*Note: Effective for Plan Years beginning on or after January 1, 2015 (or such later date as permitted under Notice 2012-29), the election of a Normal Retirement Age less than age 62 must comply with the requirements of Treas. Reg. §1.401(a)-1(b)(2).*]

7-2 **EARLY RETIREMENT AGE:** Unless designated otherwise under this AA §7-2, there is no Early Retirement Age under the Plan.

- (a) A Participant reaches Early Retirement Age if he/she is still employed after attainment of each of the following:
- (1) Attainment of age \_\_\_\_
  - (2) The \_\_\_\_ anniversary of the date the Employee commenced participation in the Plan, and/or
  - (3) The completion of \_\_\_\_ Years of Service, determined as follows:
    - (i) Same as for eligibility.
    - (ii) Same as for vesting.
- (b) **Describe.** \_\_\_\_\_

**SECTION 8**  
**VESTING AND FORFEITURES**

8-1 **VESTING OF EMPLOYER CONTRIBUTIONS.** The Employer Contributions authorized under AA §6-2 will vest in accordance with the vesting schedule designated under AA §8-2.

8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows. See Section 6.02 of the Plan for a description of the various vesting schedules under this AA §8-2.

- (a) **Vesting schedule:**
- (1) Full and immediate vesting.
  - (2) Three-year cliff vesting schedule
  - (3) Six-year graded vesting schedule

- (4) Modified vesting schedule
- \_\_\_\_ % after 1 Year of Service
- \_\_\_\_ % after 2 Years of Service
- \_\_\_\_ % after 3 Years of Service
- \_\_\_\_ % after 4 Years of Service
- \_\_\_\_ % after 5 Years of Service
- \_\_\_\_ % after 6 Years of Service
- \_\_\_\_ % after 7 Years of Service
- \_\_\_\_ % after 8 Years of Service
- \_\_\_\_ % after 9 Years of Service
- 100% after 10 Years of Service

(5) Other vesting schedule: \_\_\_\_\_

(b) **Special provisions applicable to vesting schedule:** \_\_\_\_\_

*[Note: This subsection (b) may be used to apply a different vesting schedule for different contribution formulas or different Employee groups under the Plan.]*

8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, all service with the Employer counts for vesting purposes, unless designated otherwise under this AA §8-3.

- (a) Service before the original Effective Date of this Plan (or a Predecessor Plan) is excluded.
- (b) Service completed before the Employee's \_\_\_\_ birthday is excluded.
- (c) Describe vesting service exclusions: \_\_\_\_\_

*[Note: See Section 6.07 of the Plan and AA §4-5 for rules regarding the crediting of service with Predecessor Employers for purposes of vesting under the Plan.]*

8-4 **VESTING UPON DEATH, DISABILITY OR EARLY RETIREMENT AGE.** An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee

- (a) dies
- (b) becomes Disabled
- (c) reaches Early Retirement Age
- (d) Not applicable. No increase in vesting applies.

8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply. *[Note: No election should be made under this AA §8-5 if full and immediate vesting is selected under AA §8-2.]*

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period. (See Section 1.56 of the Plan for the definition of Hours of Service.)
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.

To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.

- (a) **Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of \_\_\_\_ Hours of Service during a Vesting Computation Period.
- (b) **Vesting Computation Period (VCP).** Instead of the Plan Year, the Vesting Computation Period is:
- (1) The 12-month period beginning with the Employee's date of hire and, for subsequent Vesting Computation Periods, the 12 month period beginning with the anniversary of the Employee's date of hire.
- (2) Describe: \_\_\_\_\_

*[Note: Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.]*

- (c) **Elapsed Time Method.** Instead of determining vesting service based on actual Hours of Service, vesting service will be determined under the Elapsed Time Method. If this subsection (c) is checked, service will be measured from the

Employee's employment commencement date (or reemployment commencement date, if applicable) without regard to the Vesting Computation Period designated in Section 6.05 of the Plan. (See Section 6.04(b) of the Plan.)

- (d) **Equivalency Method.** For purposes of determining an Employee's Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 6.04(a)(2) of the Plan). The Equivalency Method will apply to:

- (1) All Employees.  
 (2) Only to Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, vesting will be determined based on actual hours worked.

Hours of Service for vesting will be determined under the following Equivalency Method.

- (3) **Monthly.** 190 Hours of Service for each month worked.  
 (4) **Weekly.** 45 Hours of Service for each week worked.  
 (5) **Daily.** 10 Hours of Service for each day worked.  
 (6) **Semi-monthly.** 95 Hours of Service for each semi-monthly period.

- (e) **Special rules:** \_\_\_\_\_

[*Note: Any special rules under subsection (e) must be definitely determinable.*]

- 8-6 **BREAKS IN SERVICE.** Generally, an Employee will be credited with all service earned with the Employer, including service earned prior to a Break in Service. To disregard service earned prior to a Break in Service for vesting purposes, complete this AA §8-6. (See Section 6.08 of the Plan.)

- (a) If an Employee incurs at least one Break in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining vesting under the Plan.  
 (b) If an Employee incurs at least \_\_\_\_\_ consecutive Breaks in Service, the Plan will disregard all service earned prior to such consecutive Breaks in Service for purposes of determining vesting under the Plan. [*Enter "0" if prior service will be disregarded for all rehired Employees.*]  
 (c) Describe any special rules for applying the vesting Break in Service rules: \_\_\_\_\_

[*Note: Any special rules under subsection (c) must be definitely determinable.*]

- 8-7 **ALLOCATION OF FORFEITURES.**

The Employer may decide in its discretion how to treat forfeitures under the Plan. Alternatively, the Employer may designate under this AA §8-7 how forfeitures occurring during a Plan Year will be treated. (See Section 6.11 of the Plan.)

- (a) N/A. All contributions are 100% vested. [*Do not complete the rest of this AA §8-7.*]  
 (b) Reallocated as additional Employer Contributions.  
 (c) Used to reduce Employer Contributions.

For purposes of subsection (b) or (c), forfeitures will be applied:

- (d) for the Plan Year in which the forfeiture occurs.  
 (e) for the Plan Year following the Plan Year in which the forfeitures occur.

Prior to applying forfeitures under subsection (b) or (c).

- (f) Forfeitures will be used to pay Plan expenses. (See Section 6.11(d) of the Plan.)  
 (g) Forfeitures will not be used to pay Plan expenses.

In determining the amount of forfeitures to be allocated under subsection (b), the same allocation conditions apply as under AA §6-5, unless designated otherwise below.

- (h) Forfeitures are not subject any allocation conditions.  
 (i) Forfeitures are subject to a last day of employment allocation condition.  
 (j) Forfeitures are subject to a \_\_\_\_\_ Hours of Service minimum service requirement.

In determining the treatment of forfeitures under this AA §8-7, the following special rules apply:

- (k) Describe: \_\_\_\_\_

8-8 SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.

- (a) **Additional allocations.** If a terminated Participant receives a complete distribution of his/her vested Account Balance while still entitled to an additional allocation, the Cash-Out Distribution forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated. (See Section 6.10(a)(1) of the Plan.)

To modify the default Cash-Out Distribution forfeiture rules, complete this AA §8-8(a).

- The Cash-Out Distribution forfeiture provisions will apply if a terminated Participant takes a complete distribution, regardless of any additional allocations during the Plan Year.

- (b) **Timing of forfeitures.** A Participant who receives a Cash-Out Distribution (as defined in Section 6.10(a) of the Plan) is treated as having an immediate forfeiture of his/her nonvested Account Balance.

To modify the forfeiture timing rules to delay the occurrence of a forfeiture upon a Cash-Out Distribution, complete this AA §8-8(b).

- A forfeiture will occur upon the completion of \_\_\_\_ consecutive Breaks in Service (as defined in Section 6.08 of the Plan).

SECTION 9

DISTRIBUTION PROVISIONS – TERMINATION OF EMPLOYMENT

9-1 AVAILABLE FORMS OF DISTRIBUTION.

**Lump sum distribution.** A Participant may take a distribution of his/her entire vested Account Balance in a single lump sum upon termination of employment. The Plan Administrator may, in its discretion, permit Participants to take distributions of less than their entire vested Account Balance provided, if the Plan Administrator permits multiple distributions, all Participants are allowed to take multiple distributions upon termination of employment. In addition, the Plan Administrator may permit a Participant to take partial distributions or installment distributions solely to the extent necessary to satisfy the required minimum distribution rules under Section 8 of the Plan.

**Additional distribution options.** To provide for additional distribution options, check the applicable distribution forms under this AA §9-1.

- (a) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).
- (b) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity as described in Section 7.01 of the Plan.
- (c) **Describe distribution options:** \_\_\_\_\_

[*Note: Any distribution option described in (c) may not be subject to the discretion of the Employer or Plan Administrator.*]

9-2 PARTICIPANT AND SPOUSAL CONSENT.

- (a) **Involuntary Cash-Out Distribution.** A Participant who terminates employment with a vested Account Balance of \$5,000 or less will receive an Involuntary Cash-Out Distribution, unless elected otherwise under this AA §9-2. If a Participant's vested Account Balance exceeds \$5,000, the Participant generally must consent to a distribution from the Plan, except to the extent provided otherwise under this AA §9-2. See Sections 7.03 of the Plan for additional rules regarding the Participant consent requirements under the Plan.
- (1) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A terminated Participant must consent to any distribution from the Plan. (See Section 14.02(b) of the Plan for special rules upon Plan termination.)
- (2) **Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to \$\_\_\_\_\_.
- (3) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 7.05 of the Plan do not apply to any Involuntary Cash-Out Distribution below \$1,000, unless elected otherwise under this subsection (3). If this subsection (3) is checked, the Automatic Rollover provisions apply to all Involuntary Cash-Out Distributions (including those below \$1,000).
- (4) **Distribution upon attainment of stated age.** Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant's vested Account Balance.

- (5) **Treatment of Rollover Contributions.** Unless elected otherwise under this (5), Rollover Contributions will be excluded in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9 and the Automatic Rollover provisions under Section 7.05 of the Plan. To include Rollover Contributions in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold, check this (5).
- (b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or name an alternate beneficiary, unless designated otherwise under this subsection (b). See Section 9.02 of the Plan for rules regarding Spousal consent under the Plan.
- (1) **Distribution consent.** A Participant's Spouse must consent to any distribution or loan, provided the Participant's vested Account Balance exceeds \$\_\_\_\_\_.
- (2) **Beneficiary consent.** A Participant's Spouse must consent to naming someone other than the Spouse as beneficiary under the Plan.
- (c) **Describe** any special rules affecting Participant or Spousal consent: \_\_\_\_\_
- [*Note: Any special rules under subsection (c) must be definitely determinable.*]

9-3 **TIMING OF DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.**

- (a) **Distribution of vested Account Balances exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance exceeding \$5,000 may receive a distribution of his/her vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:
- (1) the date the Participant terminates employment.
- (2) the last day of the Plan Year during which the Participant terminates employment.
- (3) the first Valuation Date following the Participant's termination of employment.
- (4) the end of the calendar quarter following the date the Participant terminates employment.
- (5) attainment of Normal Retirement Age, death or becoming Disabled.
- (6) Describe: \_\_\_\_\_
- [*Note: Any special rules under subsection (6) must be definitely determinable.*]
- (b) **Distribution of vested Account Balances not exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance that does not exceed \$5,000 will receive a **lump sum** distribution of his/her vested Account Balance within a reasonable period following:
- (1) the date the Participant terminates employment.
- (2) the last day of the Plan Year during which the Participant terminates employment.
- (3) the first Valuation Date following the Participant's termination of employment.
- (4) the end of the calendar quarter following the date the Participant terminates employment.
- (5) Describe: \_\_\_\_\_
- [*Note: Any special rules under subsection (5) must be definitely determinable.*]
- (c) **Alternate Cash-Out distribution threshold.** Instead of a vested Account Balance Cash-Out threshold of \$5,000, for purposes of applying the Cash-Out distribution provisions under this AA §9-3, the forms of distribution available under subsections (a) and (b) will be based on a vested Account Balance of \$\_\_\_\_\_.
- (d) **Describe additional distribution options:** \_\_\_\_\_
- [*Note: Any additional distribution option described in (d) may not be subject to the discretion of the Employer or Plan Administrator.*]

9-4 **DISTRIBUTION UPON DISABILITY.** Unless designated otherwise under this AA §9-4, a Participant who terminates employment on account of becoming Disabled may receive a distribution of his/her vested Account Balance in the same manner as a regular distribution upon termination.

- (a) **Termination of Disabled Employee.**
- (1) **Immediate distribution.** Distribution will be made as soon as reasonable following the date the Participant terminates on account of becoming Disabled.
- (2) **Following year.** Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant terminates on account of becoming Disabled.

- (3) **Describe:** \_\_\_\_\_  
[*Note: Any distribution event described in subsection (3) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.*]

- (b) **Definition of Disabled.** A Participant is treated as Disabled if such Participant satisfies the conditions in Section 1.28 of the Plan.

To override this default definition, check below to select an alternative definition of Disabled to be used under the Plan.

- (1) The definition of Disabled is the same as defined in the Employer's Disability Insurance Plan.
- (2) The definition of Disabled is the same as defined under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.
- (3) Alternative definition of Disabled: Disabled means when a Participant is found by the FPPA to be eligible for disability benefits as a result of such Participant's becoming totally disabled or occupationally disabled as provided under C.R.S. § 31-31-803, as amended.

#### 9-5 DETERMINATION OF BENEFICIARY.

- (a) **Default beneficiaries.** Unless elected otherwise under this subsection (a), the default beneficiaries described under Section 7.07(c)(3) of the Plan are the Participant's surviving Spouse, the Participant's surviving children, and the Participant's estate.

- If this subsection (a) is checked, the default beneficiaries under Section 7.07(c)(3) of the Plan are modified as follows: \_\_\_\_\_

- (b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving Spouse of the Participant, the determination is based on the marital status as of the date of the Participant's death, unless designated otherwise under this subsection (b).

- If this subsection (b) is checked, in order to be considered the surviving Spouse, the Participant and surviving Spouse must have been married for the entire one-year period ending on the date of the Participant's death. If the Participant and surviving Spouse are not married for at least one year as of the date of the Participant's death, the Spouse will not be treated as the surviving Spouse for purposes of applying the distribution provisions of the Plan. (See Section 9.03 of the Plan.)

- (c) **Divorce of Spouse.** Unless elected otherwise under this subsection (c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 7.07(c)(6) of the Plan.

- If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.

[*Note: Section 7.07(c)(6) of the Plan and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 7.07(c)(6) of the Plan.*]

### SECTION 10

#### IN-SERVICE DISTRIBUTIONS AND REQUIRED MINIMUM DISTRIBUTIONS

- 10-1 **AVAILABILITY OF IN-SERVICE DISTRIBUTIONS.** A Participant may withdraw all or any portion of his/her vested Account Balance, to the extent designated, upon the occurrence of the event(s) selected under this AA §10-1.

- (a) No in-service distributions are permitted.
- (b) Attainment of age \_\_\_\_ [*may not be earlier than age 62*].
- (c) Attainment of Normal Retirement Age.

- 10-2 **APPLICATION TO OTHER CONTRIBUTION SOURCES.** If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6-6, unless elected otherwise under this AA §10-2, a Participant may take an in-service distribution from his/her Rollover Account and After-Tax Employee Contribution Account at any time. Employer Pick-Up Contributions will not be eligible for in-service distribution.

Alternatively, if this AA §10-2 is completed, the following in-service distribution provisions apply for Rollover Contributions, After-Tax Employee Contributions and/or Employer Pick-Up Contributions:

Rollover	After-Tax	Pick-Up	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No in-service distributions are permitted.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Attainment of age ____.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Attainment of Normal Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Attainment of Early Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Describe: _____

**10-3 SPECIAL DISTRIBUTION RULES.** No special distribution rules apply, unless specifically provided under this AA §10-3.

- (a) In-service distributions will only be permitted if the Participant is 100% vested in the amounts being withdrawn.
- (b) A Participant may take no more than \_\_\_\_ in-service distribution(s) in a Plan Year.
- (c) A Participant may not take an in-service distribution of less than \$\_\_\_\_.
- (d) A Participant may not take an in-service distribution of more than \$\_\_\_\_.
- (e) Other distribution rules: \_\_\_\_\_

**10-4 REQUIRED MINIMUM DISTRIBUTIONS.**

- (a) **Required distributions after death.** If a Participant dies before distributions begin and there is a Designated Beneficiary, the Participant or Beneficiary may elect on an individual basis whether the 5-year rule (as described in Section 8.06(a) of the Plan) or the life expectancy method described under Sections 8.02 of the Plan apply. See Section 8.06(b) of the Plan for rules regarding the timing of an election authorized under this AA §10-4.

Alternatively, if selected under this subsection (a), any death distributions to a Designated Beneficiary will be made only under the 5-year rule.

- The five-year rule under Section 8.06(a) of the Plan applies (instead of the life expectancy method). Thus, the entire death benefit must be distributed by the end of the fifth year following the year of the Participant's death. Death distributions to a Designated Beneficiary may not be made under the life expectancy method.

- (b) **Waiver of Required Minimum Distribution for 2009.** For purposes of applying the Required Minimum Distribution rules for the 2009 Distribution Calendar Year, as described in Section 8.06(d) of the Plan, a Participant (including an Alternate Payee or beneficiary of a deceased Participant) who is eligible to receive a Required Minimum Distribution for the 2009 Distribution Calendar Year may elect whether or not to receive the 2009 Required Minimum Distribution (or any portion of such distribution). If a Participant does not specifically elect to leave the 2009 Required Minimum Distribution in the Plan, such distribution will be made for the 2009 Distribution Calendar Year as set forth in Section 8 of the Plan.

- (1) **No Required Minimum Distribution for 2009.** If this box is checked, 2009 Required Minimum Distributions will not be made to Participants who are otherwise required to receive a Required Minimum Distribution for the 2009 Distribution Calendar Year under Section 8 of the Plan, unless the Participant elects to receive such distribution.

- (2) **Describe any special rules applicable to 2009 Required Minimum Distributions:** \_\_\_\_\_

**SECTION 11**  
**MISCELLANEOUS PROVISIONS**

11-1 **PLAN VALUATION.** The Plan is valued **annually**, as of the last day of the Plan Year.

(a) **Additional valuation dates.** In addition, the Plan will be valued on the following dates:

- (1) **Daily.** The Plan is valued at the end of each business day during which the New York Stock Exchange is open.
- (2) **Monthly.** The Plan is valued at the end of each month of the Plan Year.
- (3) **Quarterly.** The Plan is valued at the end of each Plan Year quarter.
- (4) **Describe:** \_\_\_\_\_

*[Note: The Employer may elect operationally to perform interim valuations, regardless of any selection in this subsection (a).]*

(b) **Special rules.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts: \_\_\_\_\_

11-2 **SPECIAL RULES FOR APPLYING THE CODE §415 LIMITATION.** The provisions under Section 5.02 of the Plan apply for purposes of determining the Code §415 Limitation.

Complete this AA §11-2 to override the default provisions that apply in determining the Code §415 Limitation under Section 5.02 of the Plan.

(a) **Limitation Year.** Instead of the Plan Year, the Limitation Year is the 12-month period ending \_\_\_\_\_.  
*[Note: If the Plan has a short Plan Year for the first year of establishment, the Limitation Year is deemed to be the 12-month period ending on the last day of the short Plan Year.]*

(b) **Imputed compensation.** For purposes of applying the Code §415 Limitation, Total Compensation includes imputed compensation for a Nonhighly Compensated Participant who terminates employment on account of becoming Disabled. (See Section 5.02(c)(7)(iii) of the Plan.)

(c) **Special rules:** \_\_\_\_\_  
*[Note: Any special rules under this subsection (c) must be consistent with the requirements of Code §415.]*

11-3 **HEART ACT PROVISIONS -- BENEFIT ACCRUALS.** The benefit accrual provisions under Section 15.04 of the Plan do not apply. To apply the benefit accrual provisions under Section 15.04, check the box below.

**Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.04 of the Plan. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.

11-4 **ELECTION NOT TO PARTICIPATE (see Section 2.08 of the Plan).** All Participants share in any allocation under this Plan and no Employee may waive out of Plan participation.

To allow Employees to make a one-time irrevocable waiver, check below.

(a) An Employee may make a one-time irrevocable election not to participate under the Plan.

(b) An Employee may make a one-time irrevocable election not to make Employer Pick-Up Contributions under the Plan.

APPENDIX A  
SPECIAL EFFECTIVE DATES

- A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:  
\_\_\_\_\_
- A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:  
\_\_\_\_\_
- A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:  
\_\_\_\_\_
- A-4 **Employer Contributions.** The Employer Contribution provisions under AA §6 are effective as follows:  
\_\_\_\_\_
- A-5 **After-Tax Employee and Pick-Up Contributions.** The provisions of the Plan addressing Employee After-Tax Contributions and Pick-Up Contribution provisions under AA §6-6 of the Plan are effective as follows:  
\_\_\_\_\_
- A-6 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:  
\_\_\_\_\_
- A-7 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:  
\_\_\_\_\_
- A-8 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:  
\_\_\_\_\_
- A-9 **In-service distributions and Required Minimum Distributions.** The provisions regarding in-service distribution and Required Minimum Distributions under AA §10 are effective as follows:  
\_\_\_\_\_
- A-10 **Miscellaneous provisions.** The provisions under AA §11 are effective as follows:  
\_\_\_\_\_
- A-11 **Special effective date provisions for merged plans.** If any qualified retirement plans have been merged into this Plan, the provisions of Section 14.04 of the Plan apply, as follows:  
\_\_\_\_\_
- A-12 **Other special effective dates:**  
\_\_\_\_\_

**APPENDIX B  
LOAN POLICY**

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Agreement by substituting an updated Appendix B with new elections. Any modifications to this Appendix B or any modifications to a separate loan policy describing the loan provisions selected under the Plan will not affect an Employer's reliance on the IRS Favorable Letter.

B-1 Are **PARTICIPANT LOANS** permitted? (See Section 13 of the Plan.)

- (a) Yes  
 (b) No

B-2 **LOAN PROCEDURES.**

- (a) Loans will be provided under the default loan procedures set forth in Section 13 of the Plan, unless modified under this Appendix B.  
 (b) Loans will be provided under a separate written loan policy. *[If this subsection (b) is checked, do not complete the rest of this Appendix B.]*

B-3 **AVAILABILITY OF LOANS.** Participant loans are available to all active Participants and Beneficiaries. Participant loans are not available to a former Employee or Beneficiary (including an Alternate Payee under a QDRO). To override this default provision, check (a) and/or (b) below:

- (a) A former Employee or Beneficiary (including an Alternate Payee) who has a vested Account Balance may request a loan from the Plan.  
 (b) A "limited participant" as defined in Section 3.05 of the Plan may not request a loan from the Plan.  
 (c) An officer or director of the Employer, as defined for purposes of the Sarbanes-Oxley Act, may **not** request a loan from the Plan.

B-4 **LOAN LIMITS.** The default loan policy under Section 13.03 of the Plan allows Participants to take a loan provided all outstanding loans do not exceed 50% of the Participant's vested Account Balance. To override the default loan policy to allow loans up to \$10,000, even if greater than 50% of the Participant's vested Account Balance, check this AA §B-4.

- A Participant may take a loan equal to the greater of \$10,000 or 50% of the Participant's vested Account Balance. *[If this AA §B-4 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the Plan.]*

B-5 **NUMBER OF LOANS.** The default loan policy under Section 13.04 of the Plan restricts Participants to one loan outstanding at any time. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, complete (a) or (b) below.

- (a) A Participant may have 2 loans outstanding at any time.  
 (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.

B-6 **LOAN AMOUNT.** The default loan policy under Section 13.04 of the Plan provides that a Participant may not receive a loan of less than \$1,000. To modify the minimum loan amount or to add a maximum loan amount, complete this AA §B-6.

- (a) There is no minimum loan amount.  
 (b) The minimum loan amount is \$\_\_\_\_\_.  
 (c) The maximum loan amount is \$\_\_\_\_\_.

B-7 **INTEREST RATE.** The default loan policy under Section 13.05 of the Plan provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-7.

- (a) The prime interest rate  
 plus 1 percentage point(s).  
 (b) Describe: \_\_\_\_\_

*[Note: Any interest rate described in this AA §B-7 must be reasonable and must apply uniformly to all Participants.]*

B-8 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the Plan provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans to hardship events, check this AA §B-8.

- (a) A Participant may only receive a Participant loan upon the demonstration of a hardship event, as described in Section 7.10(e)(1)(i) of the Plan.
- (b) A Participant may only receive a Participant loan under the following circumstances: \_\_\_\_\_

B-9 **APPLICATION OF LOAN LIMITS.** If Participant loans are not available from all contribution sources, the limitations under Code §72(p) and the adequate security requirements of the Department of Labor regulations will be applied by taking into account the Participant's entire Account Balance. To override this provision, complete this AA §B-9.

- The loan limits and adequate security requirements will be applied by taking into account only those contribution Accounts which are available for Participant loans.

B-10 **CURE PERIOD.** The Plan provides that a Participant incurs a loan default if a Participant does not repay a missed payment by the end of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default provision to apply a shorter cure period, complete this AA §B-10.

- The cure period for determining when a Participant loan is treated as in default will be \_\_\_\_\_ days (cannot exceed 90) following the end of the month in which the loan payment is missed.

B-11 **PERIODIC REPAYMENT – PRINCIPAL RESIDENCE.** If a Participant loan is for the purchase of a Participant's primary residence, the loan repayment period for the purchase of a principal residence may not exceed ten (10) years.

- (a) The Plan does not permit loan payments to exceed five (5) years, even for the purchase of a principal residence.
- (b) The loan repayment period for the purchase of a principal residence may not exceed \_\_\_\_\_ years (may not exceed 30).
- (c) Loans for the purchase of a Participant's primary residence may be payable over any reasonable period commensurate with the period permitted by commercial lenders for similar loans.

B-12 **TERMINATION OF EMPLOYMENT.** Section 13.10(a) of the Plan provides that a Participant loan becomes due and payable in full upon the Participant's termination of employment. To override this default provision, complete this AA §B-12.

- A Participant loan will not become due and payable in full upon the Participant's termination of employment.

B-13 **DIRECT ROLLOVER OF A LOAN NOTE.** Section 13.10(b) of the Plan provides that upon termination of employment a Participant may request the Direct Rollover of a loan note. To override this default provision, complete this AA §B-13.

- A Participant may **not** request the Direct Rollover of the loan note upon termination of employment.

B-14 **LOAN RENEGOTIATION.** The default loan policy provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes provided the ability to renegotiate a Participant loan is available on a non-discriminatory basis. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.

- (a) A Participant may **not** renegotiate the terms of a loan.
- (b) The following special provisions apply with respect to renegotiated loans: \_\_\_\_\_

B-15 **MODIFICATIONS TO DEFAULT LOAN PROVISIONS.**

- The following special rules will apply with respect to Participant loans under the Plan: \_\_\_\_\_

*[Note: Any provision under this AA §B-15 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.]*

**APPENDIX C**  
**ADMINISTRATIVE ELECTIONS**

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without amending this Agreement by substituting an updated Appendix C with new elections. The provisions selected under this Appendix C do not create qualification issues and any changes to the provisions under this Appendix C will not affect the Employer's reliance on the IRS Favorable Letter.

C-1 **DIRECTION OF INVESTMENTS.** Are Participants permitted to **direct investments**? (See Section 10.07 of the Plan.)

(a) No

(b) Yes

(c) Describe any special rules that apply for purposes of direction of investments: \_\_\_\_\_

C-2 **ROLLOVER CONTRIBUTIONS.** Does the Plan accept **Rollover Contributions**? (See Section 3.05 of the Plan.)

(a) No

(b) Yes

(1) If this subsection (1) is checked, an Employee may not make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan.

(2) Check this subsection (2) if the Plan will not accept Rollover Contributions from former Employees.

(3) Describe any special rules for accepting Rollover Contributions: \_\_\_\_\_

[*Note: The Employer may designate in subsection (3) or in separate written procedures the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the Plan.*]

C-3 **LIFE INSURANCE.** Are **life insurance** investments permitted? (See Section 10.08 of the Plan.)

(a) No

(b) Yes

C-4 **QDRO PROCEDURES.** Do the **default QDRO procedures** under Section 11.05 of the Plan apply?

(a) No

(b) Yes

The provisions of Section 11.05 are modified as follows: \_\_\_\_\_

**EMPLOYER SIGNATURE PAGE**

**PURPOSE OF EXECUTION.** This Signature Page is being executed to effect:

- (a) The adoption of a **new plan**, effective \_\_\_ [insert Effective Date of Plan]. [**Note:** Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.]
- (b) The **restatement** of an existing plan, in order to comply with the requirements of PPA, pursuant to Rev. Proc. 2011-49.
- (1) Effective date of restatement: \_\_\_\_\_. [**Note:** Date can be no earlier than January 1, 2007. Section 14.01(d)(2) of Plan provides for retroactive effective dates for all PPA provisions. Thus, a current effective date may be used under this subsection (1) without jeopardizing reliance.]
- (2) Name of plan(s) being restated: \_\_\_\_\_
- (3) The original effective date of the plan(s) being restated: \_\_\_\_\_
- (c) An **amendment or restatement** of the Plan (other than to comply with PPA). If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
- (1) Effective Date(s) of amendment/restatement: 1-1-2017
- (2) Name of plan being amended/restated: City of Rifle Police Department Money Purchase Pension Plan
- (3) The original effective date of the plan being amended/restated: 1-1-2009
- (4) If Plan is being amended, identify the Adoption Agreement section(s) being amended: Sections 2 and 5

**VOLUME SUBMITTER SPONSOR INFORMATION.** The Volume Submitter Sponsor (or authorized representative) will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Sponsor (or authorized representative) of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the Favorable IRS Letter to the Volume Submitter Sponsor (or authorized representative) at the following location:

**Name of Volume Submitter Sponsor (or authorized representative):** AXA Equitable Life Insurance Company

**Address:** P. O. Box 8095, Boston, MA 02266-8095

**Telephone number:** 800-528-0204

**IMPORTANT INFORMATION ABOUT THIS VOLUME SUBMITTER PLAN.** A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. The Employer may rely on the Favorable IRS Letter issued by the National Office of the Internal Revenue Service to the Volume Submitter Sponsor as evidence that the Plan is qualified under Code §401(a), to the extent provided in Rev. Proc. 2011-49. The Employer may not rely on the Favorable IRS Letter in certain circumstances or with respect to certain qualification requirements, which are specified in the Favorable IRS Letter issued with respect to the Plan and in Rev. Proc. 2011-49. In order to obtain reliance in such circumstances or with respect to such qualification requirements, the Employer must apply to the office of Employee Plans Determinations of the Internal Revenue Service for a determination letter. See Section 1.50 of the Plan.

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #05. The Employer understands that the Volume Submitter Sponsor has no responsibility or liability regarding the suitability of the Plan for the Employer's needs or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

City of Rifle Colorado  
(Name of Employer)

Matthew T. Sturgeon  
(Name of authorized representative)

City Manager  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**TRUSTEE DECLARATION**

This Trustee Declaration may be used to identify the Trustees under the Plan. A separate Trustee Declaration may be used to identify different Trustees with different Trustee investment powers.

**Effective date of Trustee Declaration:** 1-1-2017

**The Trustee's investment powers are:**

- (a) **Discretionary.** The Trustee has discretion to invest Plan assets, unless specifically directed otherwise by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.
- (b) **Nondiscretionary.** The Trustee may only invest Plan assets as directed by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.
- (c) **Fully funded.** There is no Trustee under the Plan because the Plan is funded exclusively with custodial accounts, annuity contracts and/or insurance contracts. (See Section 12.15 of the Plan.)
- (d) **Determined under a separate trust agreement.** The Trustee's investment powers are determined under a separate trust document which replaces (or is adopted in conjunction with) the trust provisions under the Plan.

**Name of Trustee:** Reliance Trust Company

**Title of Trust Agreement:** Trust Agreement of AXA Equitable Life Insurance Company

*[Note: To qualify as a Volume Submitter Plan, any separate trust document used in conjunction with this Plan must be approved by the Internal Revenue Service. Any such approved trust agreement is incorporated as part of this Plan and must be attached hereto. The responsibilities, rights and powers of the Trustee are those specified in the separate trust agreement.]*

**Description of Trustee powers.** This section can be used to describe any special trustee powers or any limitations on such powers. This section also may be used to impose any specific rules regarding the decision-making authority of individual trustees. In addition, this section can be used to limit the application of a trustee's responsibilities, e.g., by limiting trustee authority to only specific assets or investments.

**Describe Trustee powers:** \_\_\_\_\_

*[The addition of special trustee powers under this section will not cause the Plan to lose Volume Submitter status provided such language merely modifies the administrative provisions applicable to the Trustee (such as provisions relating to investments and the duties of the Trustee). Any language added under this section may not conflict with any other provision of the Plan and may not result in a failure to qualify under Code §401(a).]*

**REGISTRATION OF DOCUMENT USE**

Plan Name: City of Rifle Police Department Money Purchase Pension Plan

AXA Equitable Life Insurance Company (AXA Equitable) is the sponsor of the IRS pre-approved plan document. The employer agrees this plan document may be used only in conjunction with the continued use of an AXA Equitable group deferred variable annuity and a bundled service arrangement between the employer and AXA Equitable pursuant to a separate document.

If the employer discontinues use of the above referenced service, the employer may be eligible to continue to use this plan document with another AXA Equitable variable annuity product subject to the terms and conditions of that product. If the plan does not meet this criterion, the plan document will be considered individually designed and the employer, not AXA Equitable, is responsible for ensuring all interim amendments and restatements are addressed as necessary.

**For AXA Equitable:** \_\_\_\_\_

*[Note: This Adoption Agreement must be signed by an authorized representative of AXA Equitable. For this purpose, an AXA Equitable agent is **not** an authorized representative of AXA Equitable.]*

**CITY OF RIFLE, COLORADO  
RESOLUTION NO. 20  
SERIES OF 2016**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,  
COLORADO, AUTHORIZING THE CITY MANAGER TO SUBMIT AN  
ENERGY AND MINERAL IMPACT ASSISTANCE FUND GRANT  
APPLICATION.

WHEREAS, the City of Rifle has preliminary conceptual design for a new aquatic facility; and

WHEREAS, the current pool facility serving Rifle is a 1960's vintage facility that is deteriorating and results in significant ongoing maintenance costs for the City; and

WHEREAS, the City desires to apply for a grant from the Department of Local Affairs Energy and Mineral Impact Assistance Fund to finalize design and produce construction documents for a new aquatic facility and the City is willing to commit a local match.

NOW, THEREFORE, be it resolved by the City Council of the City of Rifle, Colorado, that:

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The City Manager is hereby authorized to submit an Energy and Mineral Impact Assistance Fund Grant Application to finalize design and produce construction documents for a new aquatic facility as approved by City Council.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 16th day of November, 2016.

CITY OF RIFLE, COLORADO

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## Report Criteria:

Summary report.  
Invoices with totals above \$0 included.  
Paid and unpaid invoices included.

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1003</b>						
<b>Action Shop Services, Inc</b>						
	SI94753	STIHL BLISTER	10/27/2016	21.99	.00	
	SI94814	PROPANE FUEL	11/01/2016	15.30	.00	
	SI94836	CHAIN LOOP	11/02/2016	43.98	.00	
Total 1003:				81.27	.00	
<b>1004</b>						
<b>Verizon Wireless</b>						
	101816	CELL PHONES-CITY EMPLOYE	10/18/2016	5,149.63	5,149.63	11/04/2016
Total 1004:				5,149.63	5,149.63	
<b>1018</b>						
<b>Valley Lumber</b>						
	28051 090916	SUPPLIES/	09/09/2016	4.99	4.99	11/04/2016
	29384	SUPPLIES/	10/12/2016	16.99	.00	
	29543	SUPPLIES/	10/17/2016	63.70	.00	
	29631	SUPPLIES/	10/19/2016	7.98	.00	
	29649	SUPPLIES/	10/19/2016	39.94	.00	
	29672	SUPPLIES/	10/19/2016	26.10	.00	
	29673	SUPPLIES/	10/19/2016	7.98	.00	
	29674	SUPPLIES/	10/19/2016	73.98	.00	
	29693	SUPPLIES/	10/20/2016	3.18	.00	
	29697	SUPPLIES/	10/20/2016	60.56	.00	
	29827	SUPPLIES/	10/24/2016	6.49	.00	
	29884	SUPPLIES/	10/25/2016	29.12	.00	
	29885	SUPPLIES/	10/25/2016	35.48	.00	
	29886	SUPPLIES/	10/25/2016	17.27	.00	
	29908	SUPPLIES/	10/25/2016	10.24	.00	
	29909	SUPPLIES/	10/25/2016	16.26	.00	
	29917	SUPPLIES/	10/25/2016	15.07	.00	
	29931	SUPPLIES/	10/26/2016	7.73	.00	
	29940	SUPPLIES/	10/26/2016	4.79	.00	
	29951	SUPPLIES/	10/26/2016	14.35	.00	
	29996	SUPPLIES/	10/27/2016	14.99	.00	
	30079	SUPPLIES/	10/28/2016	10.28	.00	
	30193	SUPPLIES/	11/01/2016	22.97	.00	
	30213	SUPPLIES/	11/01/2016	4.97	.00	
	30220	SUPPLIES/	11/01/2016	59.98	.00	
	30227	SUPPLIES/	11/01/2016	1.79	.00	
	30228	SUPPLIES/	11/01/2016	55.96	.00	
	30230	SUPPLIES/	11/01/2016	39.95	.00	
	30236	SUPPLIES/	11/01/2016	2.31	.00	
	30247	SUPPLIES/	11/02/2016	64.50	.00	
	30280 110216	LIGHT POLES	11/02/2016	11.99	.00	
	30318	SUPPLIES/	11/03/2016	26.99	.00	
Total 1018:				778.88	4.99	
<b>1023</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>Chelewski Pipe &amp; Supply</b>						
	148656	PIPE & FITTINGS	08/03/2016	68.12	68.12	11/04/2016
	148810	PIPE & FITTINGS	08/17/2016	84.35	84.35	11/04/2016
	148879	PIPE & FITTINGS	08/26/2016	44.65	44.65	11/04/2016
	148901	PIPE & FITTINGS	08/30/2016	59.97	59.97	11/04/2016
	149137	PIPE & FITTINGS	09/28/2016	39.60	39.60	11/04/2016
Total 1023:				296.69	296.69	
<b>1059</b>						
<b>Consolidated Electrical Distr</b>						
	4983-588469	COMP FLURO LAMP	10/20/2016	197.28	.00	
Total 1059:				197.28	.00	
<b>1062</b>						
<b>Dana Kepner Company</b>						
	1437568-00	TOUCHCOUPLER	10/25/2016	1,786.80	.00	
Total 1062:				1,786.80	.00	
<b>1065</b>						
<b>Dodson Engineered Products Inc</b>						
	208116	ACCESS ROAD PROJECT	09/28/2016	1,252.49	1,252.49	11/04/2016
	209053	RISER RING	10/19/2016	101.20	.00	
Total 1065:				1,353.69	1,252.49	
<b>1070</b>						
<b>Federal Express Corp</b>						
	5-592-24646	SHIPPING	10/27/2016	8.07	8.07	11/04/2016
Total 1070:				8.07	8.07	
<b>1110</b>						
<b>YOUR PARTS HAUS CORP</b>						
	442087	4-POST VEHICLE REPAIR LIFT	09/26/2016	11,672.05	11,672.05	11/04/2016
	445347	SUPPLIES	10/25/2016	7.10	.00	
	445371	SUPPLIES	10/25/2016	1.09	.00	
	445401	SUPPLIES	10/25/2016	140.97	.00	
	445975	4-POST VEHICLE REPAIR LIFT	10/31/2016	100.00	100.00	11/04/2016
Total 1110:				11,719.03	11,572.05	
<b>1120</b>						
<b>Xcel Energy Inc</b>						
	5217525126	250 E 16TH ST	10/25/2016	44.86	44.86	11/04/2016
	522140511	2575 W CENTENNAIL PKWY	10/28/2016	22.93	22.93	11/04/2016
	522259226	2515 W CENTENNIAL PKWY	10/28/2016	48.12	48.12	11/04/2016
	522262534	2515 W CENTENNIAL PKWY	10/28/2016	39.30	39.30	11/04/2016
Total 1120:				155.21	155.21	
<b>1132</b>						
<b>Rifle Lock &amp; Safe, LLC</b>						
	34480	DUP KEYS	10/19/2016	10.00	.00	
	34495	DUP KEYS	11/01/2016	7.50	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1132:				17.50	.00	
<b>1134</b>						
<b>Rifle City Petty Cash</b>						
	110216	PETTY CASH REIMBURSEMEN	11/02/2016	48.00	48.00	11/04/2016
Total 1134:				48.00	48.00	
<b>1181</b>						
<b>Garfield Steel &amp; Machine, Inc</b>						
	00097091	SUPPLIES	10/20/2016	111.00	.00	
Total 1181:				111.00	.00	
<b>1188</b>						
<b>Jean's Printing</b>						
	162174	printing	10/20/2016	140.19	.00	
Total 1188:				140.19	.00	
<b>1339</b>						
<b>Grand Junction Pipe &amp; Supply</b>						
	3432191	SUPPLIES	10/17/2016	369.20	.00	
	3432200	RPR CLAMP	10/17/2016	184.72	.00	
	3433568	SUPPLIES	10/20/2016	96.40	.00	
	3433860	M70 LID EXTENTION	10/21/2016	106.00	.00	
	3433863	ALPHA RESTRAINT CPLG	10/21/2016	919.00	.00	
Total 1339:				1,675.32	.00	
<b>1358</b>						
<b>Timber Line Electric &amp; Control</b>						
	1282	FIELD SERVICE COMPUTER TE	10/24/2016	508.00	.00	
Total 1358:				508.00	.00	
<b>1407</b>						
<b>Usa Blue Book</b>						
	093394	SUPPLIES	10/24/2016	360.19	.00	
Total 1407:				360.19	.00	
<b>1560</b>						
<b>Applied Concepts,inc</b>						
	296603	Stalker II Radar	10/17/2016	170.00	.00	
Total 1560:				170.00	.00	
<b>1727</b>						
<b>Canyon Systems Inc</b>						
	12930	SEAL ASSEMBLY	10/07/2016	370.46	.00	
Total 1727:				370.46	.00	
<b>1734</b>						
<b>United Companies/Oldcastle SW Group Inc</b>						
	1143609 10041	SUPPLIES	10/04/2016	3,450.00	3,450.00	11/04/2016

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	1145484	ROAD BASE	10/14/2016	600.56	.00	
	1145877	ROAD BASE	10/17/2016	295.03	.00	
	1146157	ROAD BASE	10/18/2016	625.29	.00	
	1146343	ROCK WASHED	10/19/2016	414.25	.00	
Total 1734:				5,385.13	3,450.00	
<b>1768</b>						
<b>Faris Machinery Company</b>						
	G25035	LATCH SEALED LEVE	10/07/2016	267.88	.00	
	G25036	HOSE	10/07/2016	94.40	.00	
	G25093	HOSE	10/07/2016	94.40	.00	
	J09173	VEHICLE REPAIRS	10/11/2016	8,624.26	.00	
Total 1768:				9,080.94	.00	
<b>1796</b>						
<b>Sears</b>						
	101316	SUPPLIES	10/13/2016	1,636.30	1,636.30	11/04/2016
Total 1796:				1,636.30	1,636.30	
<b>1990</b>						
<b>Bookcliff Survey Services, Inc</b>						
	10951	Construction staking services for	11/04/2016	2,962.50	.00	
Total 1990:				2,962.50	.00	
<b>2122</b>						
<b>Utility Notification Center Co</b>						
	216100751	RTL TRANSMISSIONS	10/31/2016	154.44	.00	
Total 2122:				154.44	.00	
<b>2181</b>						
<b>Nalco Chemical Company</b>						
	64861765	POLYMERS, COAGULANTS and	10/17/2016	1,618.20	.00	
	64866267	POLYMERS, COAGULANTS and	10/19/2016	2,320.71	.00	
Total 2181:				3,938.91	.00	
<b>2573</b>						
<b>Mountain West Office Products</b>						
	0595305-001	supplies	11/04/2016	63.09	.00	
Total 2573:				63.09	.00	
<b>2960</b>						
<b>Walmart Community</b>						
	028023 102816	HALLOWEEN PARADE	10/28/2016	140.80	140.80	11/04/2016
	028305	SUPPLIES	10/28/2016	57.85	57.85	11/04/2016
	028833	SUPPLIES	10/28/2016	116.64	116.64	11/04/2016
	028981	SUPPLIES	10/27/2016	38.30	38.30	11/04/2016
	031405	SUPPLIES	10/31/2016	19.88	19.88	11/04/2016
Total 2960:				373.47	373.47	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>3038</b>						
<b>Mountain View Tree Farm &amp; Nurs</b>						
	24670	MAPLE	10/12/2016	195.00	.00	
Total 3038:				195.00	.00	
<b>3083</b>						
<b>ALSCO</b>						
	1844749	SUPPLIES	10/18/2016	30.34	.00	
	1847457	LAUNDRY BAG	10/25/2016	30.34	.00	
	1847458	CARGO PANTS	10/25/2016	17.60	.00	
	1850132	LAUNDRY BAG	11/01/2016	30.34	.00	
	1850133	CARGO PANTS	11/01/2016	17.60	.00	
Total 3083:				126.22	.00	
<b>3156</b>						
<b>Superwash Of Rifle</b>						
	2025 101116	CAR WASH	10/11/2016	195.48	.00	
Total 3156:				195.48	.00	
<b>3195</b>						
<b>Frontier Paving Inc</b>						
	110116	12th & HOWARD REBUILD	11/01/2016	16,897.15	16,897.15	11/04/2016
	1641-A	HIGHLANDS AREA ROAD PACK	10/11/2016	2,455.14	.00	
	1641-B	HIGHLANDS AREA ROAD PACK	10/11/2016	4,679.19	.00	
	1641-C	HIGHLANDS AREA ROAD PACK	10/11/2016	5,146.57	.00	
	1641-D	HIGHLANDS AREA ROAD PACK	09/26/2016	297,166.43	.00	
	36704	ASPHALT PAVING WATER PLA	10/24/2016	61,648.72	.00	
	36706	PAVING & patching East 4th St	10/24/2016	24,770.61	.00	
	36713	ASPHALT	10/31/2016	527.25	.00	
	36714	ASPHALT	10/31/2016	678.75	.00	
	36715	ASPHALT	10/31/2016	225.00	.00	
Total 3195:				414,194.81	16,897.15	
<b>3347</b>						
<b>V.I.P. Trash Services LLC</b>						
	77816	TRASH PICKUP/DDA	11/01/2016	150.00	150.00	11/04/2016
Total 3347:				150.00	150.00	
<b>3960</b>						
<b>Lowe's Home Improvement Wareho</b>						
	101716	PROJECT 10TH ST	10/17/2016	628.68	628.68	11/04/2016
Total 3960:				628.68	628.68	
<b>4021</b>						
<b>Rifle Equipment Inc</b>						
	RI008435	SCISSORLIFT	10/25/2016	450.00	.00	
	WI011636	REPAIR MOWER	10/06/2016	400.79	400.79	11/04/2016
	WI011636 100	CREDIT	10/06/2016	400.79-	.00	
Total 4021:				450.00	400.79	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>4289</b>						
<b>Tamerrell Excavation Inc</b>						
	101716	Construction Services	10/17/2016	47,634.90	.00	
Total 4289:				47,634.90	.00	
<b>4345</b>						
<b>Helen Artist-Rogers/HR Design</b>						
	1633	PROFESSIONAL SERVICES	11/01/2016	1,695.00	1,695.00	11/04/2016
Total 4345:				1,695.00	1,695.00	
<b>4811</b>						
<b>United Site Services Inc</b>						
	114-4530184	ROLLOFF 20 YD	09/30/2016	4,135.70	4,135.70	11/04/2016
Total 4811:				4,135.70	4,135.70	
<b>4949</b>						
<b>Office Outfitters &amp; Planners</b>						
	28440	Conference Table	10/27/2016	815.70	.00	
	28457	BREAKROOM TABLES RRWPF	11/01/2016	371.12	.00	
Total 4949:				1,186.82	.00	
<b>5079</b>						
<b>BADGER DAYLIGHTING CORP</b>						
	AR00113440A	HYDROVAC	09/27/2016	2,435.00	2,435.00	11/04/2016
	AR00113440B	HYDROVAC	09/27/2016	1,540.00	1,540.00	11/04/2016
	AR00113440C	HYDROVAC	09/27/2016	2,290.00	2,290.00	11/04/2016
	AR00114501	HYDROVAC	09/30/2016	3,330.00	3,330.00	11/04/2016
	AR00116465	HYDROVAC	10/18/2016	1,290.00	.00	
Total 5079:				10,885.00	9,595.00	
<b>5210</b>						
<b>GOLF ENVIRO SYSTEMS, INC.</b>						
	63614	SUPPLIES	10/17/2016	298.82	.00	
Total 5210:				298.82	.00	
<b>5253</b>						
<b>FASTENAL</b>						
	CORIF79824	SUPPLIES	10/17/2016	97.21	.00	
	CORIF79925	TRACTIONICEMELT	10/31/2016	48.15	.00	
	CORIF79971	SUPPLIES	10/25/2016	160.02	.00	
	CORIF80046	SUPPLIES	10/28/2016	16.60	.00	
	CORIF80086	SUPPLIES	10/31/2016	997.43	.00	
Total 5253:				1,319.41	.00	
<b>5384</b>						
<b>MOUNTAIN HIGH PAINT</b>						
	00006713	SANDING BELT	10/28/2016	79.19	.00	
	00006746	PRIMER	11/01/2016	46.98	.00	
Total 5384:				126.17	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>5518</b>						
<b>CURRENT SOLUTIONS</b>						
	6841	CLEANED ELECTRIC STRIKES	10/20/2016	390.00	.00	
Total 5518:				390.00	.00	
<b>5595</b>						
<b>All About Sprinklers</b>						
	3771	winterization	10/11/2016	125.00	.00	
Total 5595:				125.00	.00	
<b>5748</b>						
<b>CTL THOMPSON</b>						
	429486	Geotechnical Services for RRWP	10/31/2016	940.00	.00	
Total 5748:				940.00	.00	
<b>5751</b>						
<b>SYMBOL ARTS</b>						
	0268755-IN	Badges	10/31/2016	250.00	.00	
Total 5751:				250.00	.00	
<b>5821</b>						
<b>ENVIRO-CHEM</b>						
	1412623	CHRONIC WET TWO SPECIES	11/02/2016	1,522.00	.00	
Total 5821:				1,522.00	.00	
<b>5839</b>						
<b>GOODWIN SERVICES, INC</b>						
	71780	PUMP OIL WATER SEPARATOR	10/18/2016	1,000.00	.00	
Total 5839:				1,000.00	.00	
<b>5846</b>						
<b>Mesa County Health Department</b>						
	3687-16	Water Testing	11/01/2016	20.00	20.00	11/04/2016
	3688-16	Water Testing	11/01/2016	20.00	20.00	11/04/2016
	3689-16	Water Testing	11/01/2016	20.00	20.00	11/04/2016
	3690-16	Water Testing	11/01/2016	20.00	20.00	11/04/2016
	3691-16	Water Testing	11/01/2016	20.00	20.00	11/04/2016
	3692-16	Water Testing	11/01/2016	20.00	20.00	11/04/2016
Total 5846:				120.00	120.00	
<b>5875</b>						
<b>CUMMINS ROCKY MOUNTAIN</b>						
	003-2239	KIT-3WAY	10/27/2016	67.10	.00	
Total 5875:				67.10	.00	
<b>5888</b>						
<b>VULCAN INDUSTRIES, INC</b>						
	16439-13676	LOT SPARE PARTS	10/20/2016	339.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5888:				339.00	.00	
<b>5926</b>						
<b>Law Enforcement Alliance for Defense</b>						
	146540	LEGAL DEFENSE FUND	10/15/2016	133.00	133.00	11/04/2016
Total 5926:				133.00	133.00	
<b>5998</b>						
<b>UMB BANK NA</b>						
	101816	RIFLE CO SALES & USE TAX	10/18/2016	288,600.00	288,600.00	11/07/2016
Total 5998:				288,600.00	288,600.00	
<b>6040</b>						
<b>AIS Industrial &amp; Construction Supply</b>						
	647142-00	HAMMER KIT	10/18/2016	583.75	.00	
Total 6040:				583.75	.00	
<b>6137</b>						
<b>Impressions of Aspen</b>						
	23850	SUPPLIES	09/29/2016	193.57	.00	
	23851	SUPPLIES	09/29/2016	15.17	.00	
	23961	SUPPLIES	10/25/2016	77.44	.00	
Total 6137:				286.18	.00	
<b>6237</b>						
<b>Leyba Painting</b>						
	102816	CLEAN THEATRE	10/28/2016	1,880.00	1,880.00	11/04/2016
Total 6237:				1,880.00	1,880.00	
<b>6330</b>						
<b>COUNTY HEALTH POOL</b>						
	110116	COBRA	11/01/2016	650.76	650.76	11/04/2016
	110116.	COBRA	11/01/2016	1,564.92	1,564.92	11/04/2016
	110416	IT	11/04/2016	94,001.03	94,001.03	11/04/2016
Total 6330:				96,216.71	96,216.71	
<b>6402</b>						
<b>CENTURY LINK</b>						
	6250108 10221	LONG DISTANCE	10/22/2016	155.17	155.17	11/04/2016
	6254904 10221	LONG DISTANCE	10/22/2016	115.72	115.72	11/04/2016
	6254960 10221	LONG DISTANCE	10/22/2016	121.37	121.37	11/04/2016
	6259179 10221	LONG DISTANCE	10/22/2016	96.56	96.56	11/04/2016
Total 6402:				488.82	488.82	
<b>6485</b>						
<b>Tisco Inc/Energy Equip-GrandJct</b>						
	10626 103116	SUPPLIES	10/31/2016	180.73	180.73	11/04/2016
Total 6485:				180.73	180.73	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>6612</b>						
<b>CEDAR NETWORKS</b>						
	233501	INTERNET CONNECTIONS	11/01/2016	3,830.00	3,830.00	11/04/2016
Total 6612:				3,830.00	3,830.00	
<b>6620</b>						
<b>625-WATER (9283)</b>						
	23114	BOTTLED WATER	11/02/2016	14.40	14.40	11/04/2016
	24067	BOTTLED WATER	10/26/2016	21.35	21.35	11/04/2016
	24070	BOTTLED WATER	10/26/2016	14.40	14.40	11/04/2016
	24112	BOTTLED WATER	11/01/2016	136.00	136.00	11/04/2016
Total 6620:				186.15	186.15	
<b>6643</b>						
<b>SAFETY &amp; CONSTRUCTION SUPPLY, INC</b>						
	0035862-IN	GLOVE THERMAL	10/19/2016	31.50	.00	
	0035929-IN	SUPPLIES	10/21/2016	126.00	.00	
	0036053-IN	SUPPLIES	10/31/2016	146.29	.00	
Total 6643:				303.79	.00	
<b>6669</b>						
<b>SKAGGS</b>						
	2751956RI	ARMOR	10/10/2016	969.00	.00	
Total 6669:				969.00	.00	
<b>6777</b>						
<b>MASTER PETROLEUM</b>						
	2039999	DIESEL	10/21/2016	245.44	.00	
Total 6777:				245.44	.00	
<b>6790</b>						
<b>O'REILLY AUTO PARTS</b>						
	3761-461004	BATTERY GENERATOR	10/20/2016	284.26	.00	
	3761-462034	TIRE SEALANT	10/26/2016	119.98	.00	
	3761-462877	BATTERY	10/31/2016	102.44	.00	
	3761-462888	BATTERY	10/31/2016	18.00	.00	
	3761-462899	CAR CHARGER	10/31/2016	24.99	.00	
	3761-462902	BATTERY	10/31/2016	54.00	.00	
Total 6790:				459.67	.00	
<b>6831</b>						
<b>CABOT NORIT AMERICAS INC</b>						
	25311399RI	HYDRODARCO	10/31/2016	18,792.00	.00	
Total 6831:				18,792.00	.00	
<b>6858</b>						
<b>Merchants Integrity Test LLC</b>						
	M11521031201	TEST	10/31/2016	88.00	88.00	11/04/2016
	M11529302016	TEST	09/30/2016	8.00	8.00	11/04/2016

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6858:				96.00	96.00	
<b>6969</b>						
<b>AMERICAN MECHANICAL SERVICES</b>						
	932389	HVAC Compressor replacement	07/07/2016	15,287.00	15,287.00	11/04/2016
	932415	INSULATE PIPE CLEAN COILS	07/07/2015	702.00	702.00	11/04/2016
	936334	CLEAN FAN COIL	07/29/2016	310.00	310.00	11/04/2016
	943463	City Hall HVAC repairs	08/31/2016	14,500.00	14,500.00	11/04/2016
	954855	HVAC repair City hall, Justice Cen	10/31/2016	6,200.00	.00	
Total 6969:				36,999.00	30,799.00	
<b>7034</b>						
<b>MAN-TEX MANUFACTURING &amp; WELDING</b>						
	10566	labor fab air chambers	10/31/2016	995.18	.00	
Total 7034:				995.18	.00	
<b>7043</b>						
<b>Kumar and Associates</b>						
	175150	Drying Bed Design and Closure PI	11/02/2016	4,825.00	.00	
Total 7043:				4,825.00	.00	
<b>7107</b>						
<b>MOLTZ CONSTRUCTION INC</b>						
	APP #6	RIFLE 3MG WATER TANK	10/31/2016	162,102.64	162,102.64	11/04/2016
	APP#9 FINAL	Construction of 2 mg tank	10/31/2016	20,602.00	20,602.00	11/04/2016
Total 7107:				182,704.64	182,704.64	
<b>7146</b>						
<b>CROP PRODUCTION SERVICES</b>						
	31564481	AM SUL GRAN	10/23/2016	129.00	.00	
Total 7146:				129.00	.00	
<b>7151</b>						
<b>MOUNTAIN STATES</b>						
	0000122770	Compensation and Benefit Study	10/31/2016	93.75	.00	
Total 7151:				93.75	.00	
<b>7180</b>						
<b>PreCast Concepts</b>						
	45198	SUPPLIES	10/13/2016	1,762.45	.00	
Total 7180:				1,762.45	.00	
<b>7226</b>						
<b>SAMSON, STEVE</b>						
	110116	YOUTH BASKETBALL EQUIP	11/01/2016	38.78	38.78	11/04/2016
Total 7226:				38.78	38.78	
<b>7278</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>CPS DISTRIBUTORS, INC</b>						
	2393023-00	ROTOR	10/17/2016	70.00	.00	
Total 7278:				70.00	.00	
<b>7375 MUNIREVS. LLC</b>						
	382	ONLINE PAYMENTS	10/25/2016	388.10	388.10	11/04/2016
Total 7375:				388.10	388.10	
<b>7446 CDC JANITORIAL</b>						
	188856	SUPPLIES	10/19/2016	161.58	.00	
	189549	SUPPLIES	10/26/2016	118.44	.00	
	189563	SUPPLIES	10/26/2016	91.94	.00	
	189853	SUPPLIES	10/27/2016	72.58	.00	
	190291	SUPPLIES	11/02/2016	86.59	.00	
Total 7446:				531.13	.00	
<b>7459 MOUNTAIN WASTE &amp; RECYCLING</b>						
	0000134736	MONTHLY SERVICE	11/01/2016	36,727.07	36,727.07	11/04/2016
Total 7459:				36,727.07	36,727.07	
<b>7487 SGS ACCUTEST INC</b>						
	DX-80501	PWSID CO0123676	10/25/2016	232.50	.00	
	DX-80620	PWSID CO0123676	10/27/2016	243.50	.00	
Total 7487:				476.00	.00	
<b>7614 UNIQUE PICNIC TABLES</b>						
	110816	PICNIC TABLES	11/08/2016	2,000.00	.00	
Total 7614:				2,000.00	.00	
<b>7618 AMERIGAS</b>						
	3057230332	PROPANE	10/25/2016	172.19	.00	
Total 7618:				172.19	.00	
<b>7648 SOUTHERN GLAZER'S OF CO</b>						
	1306847	LIQUOR UTE THEATRE	09/08/2016	160.84	160.84	11/04/2016
Total 7648:				160.84	160.84	
<b>7724 Childforms</b>						
	8602230	Funtimbers for Deerfield Playgrou	10/13/2016	3,415.00	3,415.00	11/04/2016
Total 7724:				3,415.00	3,415.00	

---

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Grand Totals:				<u>1,221,236.47</u>	<u>703,414.06</u>	

Dated: \_\_\_\_\_

City Finance Director: \_\_\_\_\_

---

Report Criteria:

- Summary report.
  - Invoices with totals above \$0 included.
  - Paid and unpaid invoices included.
-



Sander N. Karp\*  
James S. Neu  
Karl J. Hanlon  
Michael J. Sawyer  
James F. Fosnaught  
Jeffrey J. Conklin  
Andrew A. Mueller

\* *Fellow of the College of Labor and Employment Lawyers*

Matthew L. Trinidad  
Patrick L. Barker  
Jon T. Hoistad  
Delphine F. Janey

*Of Counsel*  
Richard I. Zuber\*\*  
Anna S. Itenberg  
Greg S. Russi  
Hollie L. Wieland

\*\* *Fellow of the American Academy of Matrimonial Lawyers*

*Glenwood Springs Office*  
201 14<sup>th</sup> Street, Suite 200  
P. O. Drawer 2030  
Glenwood Springs, CO 81602  
*Aspen Office\*\*\**  
323 W. Main Street, Suite 301  
Aspen, CO 81611  
*Montrose Office \*\*\**  
1544 Oxbow Drive, Suite 224  
Montrose, CO 81402

Telephone: (970) 945-2261  
Facsimile: (970) 945-7336  
[www.mountainlawfirm.com](http://www.mountainlawfirm.com)

\*\*\*All correspondence should be sent to the  
Glenwood Springs office

James S. Neu  
[jsn@mountainlawfirm.com](mailto:jsn@mountainlawfirm.com)

November 9, 2016

Mayor Randy Winkler  
Rifle City Council  
P. O. Box 1908  
Rifle, Colorado 81650

Re: November 16, 2016 City Council Meeting

Dear Mayor Winkler and Members of the Rifle City Council:

The purpose of this letter is to briefly outline items we worked on for the November 16, 2016 Rifle City Council Meeting.

1. Ordinance No. 23, Series of 2016 (Regulation of Residential Accessory Storage Structures and Fencing). The Planning Department is recommending changes to Chapter 16 (Building and Land Use) to allow for better storage options and clearer accessory storage structure design standards. The proposed changes affect 3 sections of the City Code, 16-1-220, 16-3-240, and 16-3-340. Through the amendments enacted by Ordinance No. 23, City residents will be better able to understand the rules for constructing and maintaining a storage shed on their property. Furthermore, front yard fence guidelines have been changed to allow for non-opaque fencings on yards having significant slopes.

The Ordinance on second reading reflects changes from the current code in double underlined text and strike through language. The staff report details how the ordinance has changes between first and second reading.

As always, please feel free to contact us before the meeting if you have any questions.

Very truly yours,  
KARP NEU HANLON, P.C.

James S. Neu

JSN:  
Encs.



Utility Department  
Water Division

**TO:** City Council  
**FROM:** Robert Burns, Operations Manager  
**DATE:** November 4, 2016  
**RE:** Bulk Chemical Purchasing for Rifle Regional Water Purification Facility

---

**Background:**

On October 14, 2016 the Utility Department issued an invitation to bid for initial fill and first year of bulk chemicals associated with the Rifle Regional Water Purification Facility. We received bids from six (6) vendors and provided the option to award to multiple vendors, attached is a bid tabulation showing pricing on a per ton and total per chemical basis

	Successful bidder / price per unit				
Chemical Name	Brenntag Pacific Inc	Thatcher Company	Consolidated Water Solutions	Industrial Chemicals Corp	Chemtrade Chemicals US
Aluminum Sulfate					\$154.72/ton
Sodium Hypochlorite	\$380/ton				
Sodium Hydroxide		\$390.78/ton			
Sodium Bisulfite		\$233.60/ton			
Citric Acid			\$1,000/ton		
Sodium Chlorite	\$280/ton				
Hydrochloric Acid				\$162.40/ton	



**Utility Department  
Water Division**

**Action Requested:**

Due to a degree of uncertainty based on new chemicals and treatment processes the action now requested of Council is to authorize expenditures from the Water fund (310-4333-400-724) on a per unit basis for these chemicals

**City of Rifle BID TABULATION - 2016 ITB WATER TREATMENT  
CHEMICALS**

COMPANY NAME	CHEMICAL NAME		CHEMICAL NAME		
	PRICE PER TON	TOTAL PRICE	PRICE PER TON	TOTAL PRICE	
	SODIUM CHLORITE (27 TONS)		SODIUM HYPOCHLORITE (75 TONS)		
BRENNTAG	\$280.00	\$6,440.00	\$380.00	\$28,500.00	TOTAL AWARD TO BRENNTAG
CHEMTRADE	NO BID	NO BID	NO BID	NO BID	
CONSOLIDATED	\$1,480.00	\$34,040.00	NO BID	NO BID	\$34,940.00
EVOQUA	\$1,360.00	\$31,280.00	NO BID	NO BID	
INDUSTRIAL CHEMICALS	NO BID	NO BID	NO BID	NO BID	
THATCHER	NO BID	\$33,424.78	\$385.11	\$28,883.20	

COMPANY NAME	CHEMICAL NAME		CHEMICAL NAME		
	PRICE PER TON	TOTAL PRICE	PRICE PER TON	TOTAL PRICE	
	SODIUM HYDROXIDE (44 TONS)		SODIUM BISULFITE (27 TONS)		
BRENNTAG	\$432.40	\$19,025.60	\$369.00	\$9,963.00	TOTAL AWARD TO THATCHER
CHEMTRADE	NO BID	NO BID	NO BID	NO BID	
CONSOLIDATED	NO BID	NO BID	\$300.00	\$8,100.00	\$23,501.30
EVOQUA	NO BID	NO BID	NO BID	NO BID	
INDUSTRIAL CHEMICALS	\$433.60	\$19,078.40	NO BID	NO BID	
THATCHER	\$390.78	\$17,194.10	\$233.60	\$6,307.20	

COMPANY NAME	CHEMICAL NAME		
	PRICE PER TON	TOTAL PRICE	
	CITRIC ACID (25 TONS)		
BRENNTAG	NO BID	NO BID	TOTAL AWARD TO CONSOLIDATED
CHEMTRADE	NO BID	NO BID	
CONSOLIDATED	\$1,000.00	\$25,000.00	\$25,000.00
EVOQUA	NO BID	NO BID	
INDUSTRIAL CHEMICALS	NO BID	NO BID	
THATCHER	\$1,392.60	\$34,815.00	

		CHEMICAL NAME	
COMPANY NAME	ALUMINUM SULFATE (163 TONS)		
	PRICE PER TON	TOTAL PRICE	
BRENNTAG	\$310.00	\$50,530.00	TOTAL AWARD TO CHEMTRADE
CHEMTRADE	\$154.72	\$25,219.36	
CONSOLIDATED	NO BID	NO BID	\$25,219.36
EVOQUA	NO BID	NO BID	
INDUSTRIAL CHEMICALS	NO BID	NO BID	
THATCHER	\$205.06	\$33,424.78	

		CHEMICAL NAME	
COMPANY NAME	HYDROCHLORIC ACID (23 TONS)		
	PRICE PER TON	TOTAL PRICE	
BRENNTAG	\$175.00	\$4,025.00	TOTAL AWARD TO INDUSTRIAL CHEMICALS
CHEMTRADE	NO BID	NO BID	
CONSOLIDATED	NO BID	NO BID	\$3,735.20
EVOQUA	NO BID	NO BID	
INDUSTRIAL CHEMICALS	\$162.40	\$3,735.20	
THATCHER	\$170.50	\$3,921.50	

**DEPARTMENT OF PLANNING & DEVELOPMENT**

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490 Fax: 970-625-6268



**MEMORANDUM**

**TO:** Honorable Mayor and City Council

**FROM:** Nathan Lindquist,  
Planning Director

**DATE:** November 9, 2016

**SUBJECT: Text Amendment 2016-4 – 2<sup>nd</sup> Reading  
Residential Accessory Structures (Garages and Sheds)**

**UPDATE FOR SECOND READING**

Staff has updated the text amendment according to Council’s direction. One additional change is included in the 2<sup>nd</sup> Reading text for Council’s consideration:

- Further research revealed that 24’ X 30’ (720 square feet) is a common size for two-car garages, so Staff adjusted the size allowance for metal structures from 700 to 720.

**REQUEST**

The current code lacks standards for the size or appearance of residential detached garages and storage structures. For example, setbacks from a side property line are 5 feet which is less than the setback required for homes. Recently, several properties have constructed large metal storage structures that upset their neighbors who believe this has decreased their property values. Upon the request of Planning Commission Staff has developed a text amendment to address this issue. Planning Commission approved these regulations at their August 2016 meeting.

The proposed new standards address multiple types of storage structures— garages, sheds, pole barns, and carports. The general thought process behind these regulations is to place fewer standards on structures that are smaller (below 720 square feet and 10 feet tall). Once structures become taller, larger, or closer to the street, the regulations do more to ensure that the structure is in harmony with the neighborhood.

**REVIEW OF TEXT CHANGES**

Changes from 1<sup>st</sup> reading are in red.

**Section 16-1-210. Definitions.**

**DEPARTMENT OF PLANNING & DEVELOPMENT**

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490 Fax: 970-625-6268



*Building, accessory* means a detached subordinate building located on the same lot as the principal building, and the use of which is incidental to the principal building or use of the lot; such building shall not be used for living or sleeping quarters.

**Section 16-3-340. Additional requirements for residential districts.**

- (f) *Accessory buildings* including garages, sheds, carports, and pole barns.
  - 1) Conex boxes, shipping containers, and similar structures are prohibited.
  - 2) Structures less than 200 square feet are permitted with the following standards:
    - a. No building permit is required
    - b. Any façade is permitted
    - c. Maximum height -10 feet
    - d. Front yard setback - 20 feet
    - e. Side and rear setbacks - none
  - 3) Structures with metal facades are permitted between 200 and ~~4000~~ 720 square feet, and may be considered for a Conditional Use Permit up to 1,000 square feet, with the following standards:
    - a. maximum height – 10 feet
    - b. Side and rear setback - 5 feet
    - c. Front yard setback – 20 feet
    - ~~e. the structure shall be in a back yard, defined for this purpose as located behind the principal residential structure and enclosed on the other three sides by other lots.~~
    - ~~d. Maximum size of the structure shall be determined by a ratio of 50% of the square footage of the house, not counting basements. One thousand (1,000) square feet shall be the maximum size regardless of house size.~~
  - ~~4) Pole barns and carports with no walls and a pre-fabricated metal roof, if less than 600 square feet and meeting 5-foot side yard setbacks and 20-foot front yard setbacks, may be placed next to the principal residential structure.~~
  - ~~5)4) \_\_\_\_\_~~ Flexibility for structures with a residential character. Structures may exceed the standards in this section and instead follow the standards for primary residential dwellings, including size, setbacks, and height, if the facades of the structure are consistent with those of a typical residential dwelling. This includes façade materials other than metal, colors, windows, non-reflective roofs, and other architectural components. The Planning Director at his or her discretion may require the applicant to apply for a Conditional Use Permit if the residential character is in question or if impacts on neighbors or the community are anticipated.
  - ~~6)5) \_\_\_\_\_~~ Accessory buildings that combine a garage and an accessory residential use shall meet the Accessory Dwelling Unit (ADU) requirements in Section 16-3-60.
  - ~~7)6) \_\_\_\_\_~~ A storage structure shall only be established on a site concurrent with or after the primary residence has been established.

**DEPARTMENT OF PLANNING & DEVELOPMENT**

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490 Fax: 970-625-6268



**Sec. 16-3-240. - Fences, hedges and walls.**

(8) The maximum height of a fence in the front yard setback is four (4) feet. For properties with an elevated front yard that causes a four-foot fence to rise higher than four feet above the elevation of the curb, fences of a non-opaque material such as chain link, wire, or other material that preserves views, shall be installed.

**CITY OF RIFLE, COLORADO**  
**ORDINANCE NO. 23**  
**SERIES OF 2016**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING  
TITLE 16 OF THE RIFLE MUNICIPAL CODE REGULATING RESIDENTIAL  
ACCESSORY STORAGE STRUCTURES AND FENCES.

WHEREAS, the City of Rifle (“Rifle” or the “City”) is a home rule municipality organized pursuant to Article XX of the Colorado Constitution and with the authority of the Rifle Home Rule Charter; and

WHEREAS, Chapter 16 of the Rifle Municipal Code regulates land use and development within the City; and

WHEREAS, Section 16-1-220 of the Code defines accessory building; and

WHEREAS, Section 16-3-240 of the Code establishes standards for fences, hedges, and walls; and

WHEREAS, Section 16-3-340 establishes standards for accessory storage buildings; and

WHEREAS, the Rifle City Council desires to amend Sections 16-1-220, 16-3-240, and 16-3-340 of the Code to provide additional options for residents to meet their storage needs, to prevent the negative impacts of storage, and to provide clarity to residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, THAT:

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Section 16-1-220 of the Rifle Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~.

**Sec. 16-1-220. - Definitions.**

For purposes of this Chapter, certain terms are defined as follows:

*Building, accessory* means a detached subordinate building located on the same lot as the principal building, and the use of which is incidental to the principal building or use of the lot; such building shall not be used for living or sleeping quarters. ~~Storage sheds with less than one~~

~~hundred twenty (120) square feet of floor space shall not be considered accessory buildings for the purposes of complying with side and rear yard setback requirements, although compliance with Section 16-3-450(f) of this Chapter is required.~~

Section 3. Section 16-3-240 of the Rifle Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~.

**Sec. 16-3-240. - Fences, hedges and walls.**

All fences, hedges and walls may be permitted in the required yards of any district subject to the following conditions and requirements.

\*\*\*\*

~~(8) No fence located within the front yard setback area shall exceed forty eight (48) inches in height above the elevation of the curb.~~ The maximum height of a fence in a front yard setback is four feet. For properties with an elevated front yard that causes a four-foot fence to rise higher than four feet above the elevation of the curb, fences of a non-opaque material such as chain link, wire, or other material that preserves views, shall be installed.

Section 4. Section 16-3-340 of the Rifle Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~.

**Sec. 16-3-340. – Additional requirements for residential districts.**

\*\*\*\*

~~(f) No accessory buildings or storage sheds of any size shall be permitted in the front yard setback. On lots where the principal use is a residence, accessory buildings to each residential uses shall be placed no closer than five (5) feet from a rear yard lot line and five (5) feet from a side yard lot line; and in no case shall an accessory building on a permanent foundation be placed over an easement.~~ Accessory buildings, including garages, sheds, carports, and pole barns and similar structures shall be allowed only as provided in this Section.

- 1) Conex boxes, shipping containers, and similar structures are not permitted.
- 2) Structures less than 200 square feet:

- a. No building permit required.
- b. Any façade is permitted.
- c. Maximum height – 10 feet.
- d. Front yard setback – 20 feet.
- e. Side and rear yard setback – none.

3) Accessory structures with metal pre-fabricated facades between 200 and 720 square feet, and may be considered for a Conditional Use Permit up to 1,000 square feet, with the following standards:

- a. Maximum height – 10 feet.
- b. Side and rear yard setback – 5 feet.
- c. Front yard setback – 20 feet.

4) Flexibility for structures with a residential character. Accessory buildings may exceed the standards in this Section and instead follow the standards for primary residential dwellings, including size, setbacks, and height, if the facades of the structure are consistent with those of a typical residential dwelling. This includes façade materials other than metal, colors, windows, non-reflective roofs, and other architectural components. The Planning Director, at his or her discretion, may require the applicant to apply for a Conditional Use Permit if the residential character is in question or if impacts on neighbors or the community are anticipated.

5) Accessory buildings that combine a garage and an accessory residential use shall meet the Accessory Dwelling Unit (ADU) requirements in Section 16-3-60.

6) A storage structure shall only be established on a site concurrent with or after the primary residence has been established.

INTRODUCED on October 19, 2016, read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on November 2, 2016, continued to November 16, 2016, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF RIFLE, COLORADO

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF RIFLE, COLORADO**  
**ORDINANCE NO. 23**  
**SERIES OF 2016**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING  
TITLE 16 OF THE RIFLE MUNICIPAL CODE REGULATING RESIDENTIAL  
ACCESSORY STORAGE STRUCTURES AND FENCES.

WHEREAS, the City of Rifle (“Rifle” or the “City”) is a home rule municipality organized pursuant to Article XX of the Colorado Constitution and with the authority of the Rifle Home Rule Charter; and

WHEREAS, Chapter 16 of the Rifle Municipal Code regulates land use and development within the City; and

WHEREAS, Section 16-1-220 of the Code defines accessory building; and

WHEREAS, Section 16-3-240 of the Code establishes standards for fences, hedges, and walls; and

WHEREAS, Section 16-3-340 establishes standards for accessory storage buildings; and

WHEREAS, the Rifle City Council desires to amend Sections 16-1-220, 16-3-240, and 16-3-340 of the Code to provide additional options for residents to meet their storage needs, to prevent the negative impacts of storage, and to provide clarity to residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, THAT:

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Section 16-1-220 of the Rifle Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~.

**Sec. 16-1-220. - Definitions.**

For purposes of this Chapter, certain terms are defined as follows:

*Building, accessory* means a detached subordinate building located on the same lot as the principal building, and the use of which is incidental to the principal building or use of the lot; such building shall not be used for living or sleeping quarters. ~~Storage sheds with less than one~~

~~hundred twenty (120) square feet of floor space shall not be considered accessory buildings for the purposes of complying with side and rear yard setback requirements, although compliance with Section 16-3-450(f) of this Chapter is required.~~

Section 3. Section 16-3-240 of the Rifle Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~.

**Sec. 16-3-240. - Fences, hedges and walls.**

All fences, hedges and walls may be permitted in the required yards of any district subject to the following conditions and requirements.

\*\*\*\*

~~(8) No fence located within the front yard setback area shall exceed forty-eight (48) inches in height above the elevation of the curb.~~ The maximum height of a fence in a front yard setback is four feet. For properties with an elevated front yard that causes a four-foot fence to rise higher than four feet above the elevation of the curb, fences of a non-opaque material such as chain link, wire, or other material that preserves views, shall be installed.

Section 4. Section 16-3-340 of the Rifle Municipal Code is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~.

**Sec. 16-3-340. – Additional requirements for residential districts.**

\*\*\*\*

~~(f) No accessory buildings or storage sheds of any size shall be permitted in the front yard setback. On lots where the principal use is a residence, accessory buildings to each residential uses shall be placed no closer than five (5) feet from a rear yard lot line and five (5) feet from a side yard lot line; and in no case shall an accessory building on a permanent foundation be placed over an easement.~~ Accessory buildings, including garages, sheds, carports, and pole barns and similar structures shall be allowed only as provided in this Section.

1) Conex boxes, shipping containers, and similar structures are not permitted.

2) Structures less than 200 square feet:

- a. No building permit required.
- b. Any façade is permitted.
- c. Maximum height – 10 feet.
- d. Front yard setback – 20 feet.
- e. Side and rear yard setback – none.

3) Accessory structures with metal pre-fabricated facades between 200 and 720 square feet, and may be considered for a Conditional Use Permit up to 1,000 square feet, with the following standards:

- a. Maximum height – 10 feet.
- b. Side and rear yard setback – 5 feet.
- c. Front yard setback – 20 feet.

4) Flexibility for structures with a residential character. Accessory buildings may exceed the standards in this Section and instead follow the standards for primary residential dwellings, including size, setbacks, and height, if the facades of the structure are consistent with those of a typical residential dwelling. This includes façade materials other than metal, colors, windows, non-reflective roofs, and other architectural components. The Planning Director, at his or her discretion, may require the applicant to apply for a Conditional Use Permit if the residential character is in question or if impacts on neighbors or the community are anticipated.

5) Accessory buildings that combine a garage and an accessory residential use shall meet the Accessory Dwelling Unit (ADU) requirements in Section 16-3-60.

6) A storage structure shall only be established on a site concurrent with or after the primary residence has been established.

INTRODUCED on October 19, 2016, read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on November 2, 2016, continued to November 16, 2016, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF RIFLE, COLORADO

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk